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No. 2]

NEW DELHI, SATURDAY, JANUARY 9, 1999/PAUSA 19, 1920



इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप खण्ड (ii)

PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

गृह मंत्रालय

(पुनर्वासि प्रभाग)

नई दिल्ली, 10 दिसम्बर, 1998

2. इसे ता. 9/12/97 की अधिसूचना सं. 1(6)/93-
बंदोबस्त (क) के अधिक्रमण में जारी किया गया है।

[सं. 1(6)/93-बंदोबस्त (क)]

सुरजीत सिंह, अवर सचिव

MINISTRY OF HOME AFFAIRS

(Rehabilitation Division)

New Delhi, the 10th December, 1998

का.आ. 54.—विस्थापित व्यक्ति (प्रतिकर एवं पुनर्वासि)
अधिनियम, 1954 (1954 का अधिनियम सं. 44) की धारा
3 की उपधारा (i) द्वारा प्रवृत्त शक्तियों का प्रयोग करते
हुए, केन्द्रीय सरकार एतद्वारा भूमि एवं भवन विभाग,
राष्ट्रीय राजधानी क्षेत्र, दिल्ली सरकार में अपर सचिव, श्रीमती
आशा नैयर, आई.ए.एस. को अपर सचिव के बतौर अपने स्वयं के
कसबों के अतिरिक्त उपरोक्त अधिनियम द्वारा अथवा उसके
अन्तर्गत राष्ट्रीय राजधानी क्षेत्र, दिल्ली में स्थित निष्क्रान्त
शहरी एवं ग्रामीण संपत्तियों के प्रबंध तथा निपटान के
संबंध में बतौर उप मुख्य बंदोबस्त आयुक्त को सौंपे गए
कार्यों को करने के लिए उप मुख्य बंदोबस्त आयुक्त के रूप
में नियुक्त करती है।

S.O. 54.—In exercise of powers conferred by
Sub-section (i) of Section 3 of the Displaced Persons
(Compensation and Rehabilitation) Act, 1954 (Act
No. 44 of 1954), the Central Government hereby
appoints Smt. Asha Nayar, I.A.S. Additional Secre-
tary, in the Land and Building Department, Govern-
ment of National Capital Territory of Delhi, as
Deputy Chief Settlement Commissioner for the
purposes of performing, in addition to her own duties
as Additional Secretary, the functions assigned to her
as a Deputy Chief Settlement Commissioner by or

under the aforesaid Act, in respect of the management and disposal of evacuee urban and rural properties and lands situated in the National Capital Territory of Delhi.

2. This supersedes Notification No. 1(6)/93-Settlement(A) dated 9-12-1997.

[No. 1(6)/93-Settlement(A)]
SURJIT SINGH, Under Secy.

नई दिल्ली, 10 दिसम्बर, 1998

का.आ. 55.—निष्क्रान्त संपत्ति प्रबंध अधिनियम, 1950 (अधिनियम 1950 की संख्या 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार एतद्वारा राष्ट्रीय राजधानी क्षेत्र, दिल्ली सरकार के भूमि एवं भवन विभाग में अपर सचिव, श्रीमती आशा नयर, आई. ए.एस. की अपर सचिव के रूप में अपने स्वयं के दायित्वों के अतिरिक्त राष्ट्रीय राजधानी क्षेत्र, दिल्ली में स्थित निष्क्रान्त शहरी तथा ग्रामीण संपत्तियों तथा भूमि के प्रबंध एवं निपटान के संबंध में उक्त अधिनियम के द्वारा अथवा उसके अधीन सहायक महाभिरक्षक के रूप में उन्हें सौंपे गए कार्यों के निष्पादन के उद्देश्य से उन्हें सहायक महाभिरक्षक नियुक्त करती है।

2. इससे ता. 9-12-97 की अधिसूचना सं. 1(6)/93 बंदोबस्त (ग) का अधिक्रमण हो जाता है।

[संख्या 1(6)/93-बंदोबस्त(ग)]
सुरजीत सिंह, अपर सचिव

New Delhi, the 10th December, 1998

S.O. 55.—In exercise of the powers conferred by Section 5 of the Administration of Evacuee Property Act, 1950 (Act No. 31 of 1950), the Central Government hereby appoints Smt. Asha Nayar, I.A.S., Additional Secretary, in the Land and Building Department, Government of National Capital Territory of Delhi, as Assistant Custodian General for the purpose of performing, in addition to her own duties as Additional Secretary, the functions assigned to her as Assistant Custodian General by or under the aforesaid Act, in respect of management and disposal of evacuee urban and rural properties and land situated in the National Capital Territory of Delhi.

2. This supersedes Notification No. 1(6)/93-Settlement(C) dated 9-12-1997.

[No. 1(6)/93-Settlement(C)]
SURJIT SINGH, Under Secy.

नई दिल्ली, 10 दिसम्बर, 1998

का.आ. 56.—विस्थापित व्यक्ति (प्रतिकर एवं पुनर्वास) अधिनियम, 1954 (अधिनियम सं. 1954 का 44) की धारा 34 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मै. ए.स.के. चट्टोपाध्याय, मुख्य बंदोबस्त आयुक्त

एतद्वारा दिनांक 10-12-98 की अधिसूचना सं. 1(6)/93 बंदोबस्त (क) के तहत उप मुख्य बंदोबस्त आयुक्त के रूप में नियुक्त राष्ट्रीय राजधानी क्षेत्र, दिल्ली सरकार के भूमि एवं भवन विभाग में अपर सचिव, श्रीमती आशा नयर, आई. ए.एस. को मुख्य बंदोबस्त आयुक्त की निम्नलिखित शक्तियां सौंपता है :—

- (i) उक्त अधिनियम की धारा 23 के अन्तर्गत अपील सुनने की शक्तियां
- (ii) उक्त अधिनियम की धारा 24 के अन्तर्गत संशोधन सुनने की शक्तियां।
- (iii) उक्त अधिनियम की धारा 28 के अन्तर्गत मामलों को हस्तांतरण करने की शक्तियां।

2. इससे तारीख 9-12-97 की अधिसूचना सं. 1(6)/93-बंदोबस्त (ख) का अधिक्रमण हो जाता है।

[संख्या 1(6)/93-बंदोबस्त(ख)]
एस.के. चट्टोपाध्याय, मुख्य बंदोबस्त आयुक्त

New Delhi, the 10th December, 1998

S.O. 56.—In exercise of powers conferred by Sub-section (2) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (Act No. 44 of 1954), I, S.K. Chattopadhyay, Chief Settlement Commissioner, hereby delegate to Smt. Asha Nayar, I.A.S., Additional Secretary, in the Land and Building Department, Government of National Capital Territory of Delhi, appointed as Deputy Chief Settlement Commissioner, vide Notification No. 1(6)/93-Settlement(A) dated 10th December, 1998 the following powers of the Chief Settlement Commissioner :—

- (i) Powers to hear appeals under Section 23 of the said Act.
- (ii) Powers to hear revision under Section 24 of the said Act.
- (iii) Powers to transfer cases under Section 28 of the said Act.

2. This supersedes Notification No. 1(C)/93-Settlement (B) dated 9-12-1997.

[No. 1(6)/93-Settlement(B)]
S. K. CHATTOPADHYAY, Chief Settlement Commissioner

नई दिल्ली, 10 दिसम्बर, 1998

का.आ. 57.—निष्क्रान्त संपत्ति प्रबंध अधिनियम, 1950 (अधिनियम सं. 1950 का 31) की धारा 55 की उपधारा (3) द्वारा मुझे महाभिरक्षक के रूप में प्रदत्त शक्तियों का प्रयोग करते हुए, मै. ए.स.के. चट्टोपाध्याय, महाभिरक्षक एतद्वारा अधिसूचना सं. 1(6)/93-बंदोबस्त (ग) दिनांक 10/12/98 द्वारा सहायक महाभिरक्षक के रूप में नियुक्त राष्ट्रीय राजधानी क्षेत्र, दिल्ली के भूमि एवं भवन विभाग में अपर

सचिव, श्रीमती आशा नैयर, आई.ए.एस. को महाभिरक्षक को निम्नलिखित शक्तियाँ सौंपता हूँ।

- (1) उक्त अधिनियम की धारा 24 के अन्तर्गत अपील सुनने की शक्तियाँ।
- (2) अधिनियम की धारा 27 के अन्तर्गत संशोधन की शक्तियाँ।
- (3) अधिनियम की धारा 10 (2)(ओ) के अन्तर्गत किसी निष्क्रान्त संपत्ति के हस्तांतरण के अनुमोदन की शक्तियाँ।
- (4) निष्क्रान्त संपत्ति प्रबंध अधिनियम (केन्द्रीय) नियम, 1950 के नियम 39-क के अन्तर्गत मामलों के हस्तांतरण की शक्तियाँ।

[सं. 1(6)/93-बंदोबस्त(घ)]
ए.स.के. चट्टोपाध्याय, महाभिरक्षक

New Delhi, the 10th December, 1998

S.O. 57.—In exercise of the powers conferred on me as Custodian General by Sub-Section(3) of Section 55 of the Administration of Evacuee Property Act, 1950 (Act No. 31 of 1950), I, S. K. Chattopadhyay, Custodian General, hereby delegate to Smt. Asha Nayar, I.A.S., Additional Secretary in the Land and Building Department, Government of National Capital Territory of Delhi, appointed as Assistant Custodian General vide Notification No. 1(6)/93-Settlement(C), dated the 10th December, 1998 the following powers of the Custodian General :—

- (i) Powers under Section 24 of the said Act to hear appeals;
- (ii) Powers of revision under Section 27 of the said Act;
- (iii) Power of approval of transfer of any evacuee property under Section 10(2)(o) of the Act;
- (iv) Power of transfer of cases under Rule 39-A of Administration of Evacuee Property (Central) Rules, 1950,

2. This supersedes Notification No. 1(6)/93-Settlement dated 9th December, 1997.

[No.1(6)/93-Settlement(D)]

S. K. CHATTOPADHYAY, Custodian General

नई दिल्ली, 23 दिसम्बर, 1998

का.अ. 58.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में गृह मंत्रालय के निम्नलिखित कार्यालय में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80 प्रतिशत से अधिक हो जाने के फलस्वरूप उसे एतद्द्वारा अधिसूचित करती है :—

1. कार्यालय कमान्डेंट 136वीं बटालियन, केन्द्रीय रिजर्व पुलिस बल।

[संख्या 12017/1/98-हिन्दी]
राजेंद्र सिंह, निदेशक (राजभाषा)

New Delhi, the 23rd December, 1998

S.O. 58.—In exercise of Sub-Rule (4) of Rule 10 of the Official Languages (Use for Official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80 per cent :

1. Office of the Commandant—136 Battalion, Central Reserve Police Force,

[No. 12017/1/98-HINDI]
RAJENDRA SINGH, Director (OL)

कार्मिक लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 8 दिसम्बर, 1998

का. अ. 59.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 के अधिनियम सं. 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्द्वारा, निम्नलिखित अपराधों को ऐसे अपराधों के रूप में विनिर्दिष्ट करती है जिनका अन्वेषण दिल्ली विशेष पुलिस स्थापना द्वारा किया जाएगा, अर्थात् :—

- (क) भारतीय वंश-संहिता, 1860 (1860 के अधिनियम सं. 45) की धारा 364क के तहत दंडनीय अपराध।
- (ख) उपर वर्णित अपराधों के संबंध में या उनसे संसक्त प्रयत्न, हुप्पेरण और षड्यन्त्र तथा वैसे ही संव्यवहार के अनुक्रम में किया गया या किए गए अथवा उन्हीं तथ्यों से उद्भूत कोई अन्य अपराध।

[सं. 228/21/97-ए.पी.सी.-II(i)]

हरि सिंह, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSION

(Department of Personnel & Training)

New Delhi, the 8th December, 1998

S.O. 59.—In exercise of the powers conferred by Sec. 3 of the Delhi Special Police Establishment Act, 1946 (Act, No. 25 1946), the Central Government hereby specifies the following offences as the offences which are to be investigated by Delhi Special Police Establishment namely :—

- (a) Offences punishable under section 364A of Indian Penal Code, 1860 (Act No. 45 of 1860).

(b) Attempt, abetment and conspiracy in relation to, or in connection with the offences mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/21/97-AVD.II(i)]
HARI SINGH, Under Secy.

नई दिल्ली, 8 दिसम्बर, 1998

का. आ. 60.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 के अधिनियम सं. 25) की धारा 6 के साथ पठित, धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उत्तर प्रदेश सरकार के दिनांक 20-12-1996 के गृह (पुलिस) अनुभाग 3, आदेश सं.-5903/पी.(VI)/पी.-3-5(71)पी./96 द्वारा प्राप्त उत्तर प्रदेश राज्य-सरकार की सहमति से, श्री राज हंसपाल पुत्र श्री गुरजीत सिंह, निवासी—सी-29, माडल टाउन, गाजियाबाद के अपहरण के संबंध में पुलिस चौकी, कोतवाली, गाजियाबाद (उ.प्र.) में मामला अपराध सं. 58/96 में भारतीय दंड संहिता 1860 की धारा 364 के तहत दंडनीय अपराधों के अन्वेषण के लिए और उपर वर्णित अपराध के संबंध में या उससे संसक्त प्रयत्न, दुष्प्रेरण और पड्यन्त्र तथा वैसे ही संव्यवहार के अनुक्रम में किया गया था, किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों के अन्वेषण हेतु दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का संतुर्ण उत्तर प्रदेश राज्य के संबंध में विस्तार करती है।

[सं. 228/21/97-ए.वी.डी.-II(ii)]

हरि सिंह, अवसर सचिव

New Delhi, the 8th December, 1998

S.O. 60.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government, with the consent of the State Government of Uttar Pradesh vide Home (Police) Section 3, Order No. 5903/P/VI/P-3-5(71)P/96 dated 20-12-1996, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Uttar Pradesh for investigation of offences punishable under section 364A of the Indian Penal Code 1860 Case Crime 58/96 of Police Station Kotwali, Ghaziabad, (U.P.) relating to the Kidnapping of Raj Hanspal son of Shri Gurjeet Singh resident of C-29 Model Town, Ghaziabad and attempt, abetment and conspiracy in relation to or in connection with the offence mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/21/97-AVD.II(ii)]
HARI SINGH, Under Secy.

मानव संसाधन विकास मंत्रालय

(शिक्षा विभाग)

नई दिल्ली, 24 दिसम्बर, 1998

का.आ. 61.—सार्वजनिक स्थान अधिनियम, 1971 (1971 का 40) (अनाधिकृत रूप से कब्जा करने वालों को बेदखली) की धारा-3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा मानव संसाधन विकास मंत्रालय (शिक्षा विभाग) के दिनांक 1 जुलाई, 1998 की अधिसूचना का. आ. संख्या 1408 के अधिक्रमण के केन्द्र सरकार, एतद्द्वारा मेजर जनरल, एन. एस. कटोच, विशेष ड्यूटी अधिकारी (सम्पदा) जामिया मिलिया इस्लामिया, को भारत सरकार के राजपत्रित अधिकारी के पदनाम के समतुल्य पद होने के नाते उक्त अधिनियम के उद्देश्यों के लिए सम्पदा अधिकारी नियुक्त करती है, वह सौंपी गई शक्तियों का प्रयोग करेंगे तथा जामिया मिलिया इस्लामिया का अथवा इसके द्वारा पट्टे पर लिया गया अथवा इसकी तरफ से, तथा राष्ट्रीय राजधानी क्षेत्र दिल्ली की स्थानीय सीमाओं के भीतर सार्वजनिक परिसरों के संबंध में उक्त अधिनियम द्वारा अथवा उसके अन्तर्गत सम्पदा अधिकारी को सौंपे गये कर्तव्यों को पूरा करेंगे।

[सं. एफ. 6-8/98-डेस्क (यू)]

के. एल. नंदवानी, डेस्क अधिकारी

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Education)

New Delhi, the 24th December, 1998

S.O. 61.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), and in supersession of the notification of Government of India in the Ministry of Human Resource Development (Department of Education), No. S.O. 1408 dated the 1st July, 1998, the Central Government hereby appoints Major General N. S. Katoch, officer on special duty (Estates), Jamia Millia Islamia, being an Officer equivalent to the rank of a gazetted officer of Government, to be estate officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed, on estate officers by or under the said Act in respect of the public premises within the local limits of the National Capital Territory of Delhi, belonging to, or taken on lease by, or on behalf of the Jamia Millia Islamia.

[No. F. 6-8/98-Desk(U)]
K. L. NANDWANI, Desk Officer

स्वास्थ्य और परिवार कल्याण मंत्रालय
(भारतीय चिकित्सा पद्धति एवं होम्योपैथी विभाग)

नई दिल्ली, 21 दिसम्बर, 1998

का. आ. 62 :—केन्द्रीय सरकार, केन्द्रीय होम्योपैथी परिषद् अधिनियम, 1973 (1973 का 59) की धारा 13 की उपधारा (2) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय होम्योपैथी परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की दूसरी अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अनुसूची में “महाराष्ट्र” शीर्ष के अंतर्गत क्रम संख्या 11 च और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टियां रखी जाएंगी, अर्थात् :—

1	2	3	4
“11 च डॉ. वावासाहेब अवेडकर भराटवाड़ा विश्वविद्यालय, औरंगाबाद	बैचलर ऑफ होम्योपैथिक मेडिसिन एंड सर्जरी	बी. एच. एम. एम.	1995 से आगे ”

2. यह अधिसूचना राजपत्र में प्रकाशन की तारीख को प्रवृत्त होगी।

[सं. बी. 27021/8/91 = होम्यो.]
कमल दास, अवर सचिव

पाद टिप्पणी :—मूल अधिसूचना भारत के राजपत्र के भाग—II, खंड—1 में का. आ. सं. 76, दिनांक 20 दिसम्बर, 1973 द्वारा प्रकाशित की गई और उसके बाद निम्नलिखित के द्वारा संशोधित की गई :—

- का. आ. 3496 दिनांक 11-10-1977
- का. आ. 325 दिनांक 04-11-1978
- का. आ. 1517 दिनांक 26-2-198
- का. आ. 1481 दिनांक 12-3-198
- का. आ. 3099 दिनांक 21-9-1985
- का. आ. 2048 दिनांक 24-3-1986
- का. आ. 2270 दिनांक 24-5-1986
- का. आ. 2501 दिनांक 1-8-1990
- का. आ. 2948 दिनांक 4-8-1990
- का. आ. 2503 दिनांक 21-8-1990
- का. आ. 710 दिनांक 20-2-1992
- का. आ. 8910 दिनांक 5-3-1992
- का. आ. 1210 दिनांक 23-4-1992
- का. आ. 2669 दिनांक 24-9-1992
- का. आ. 978 दिनांक 28-4-1992
- का. आ. 1325 दिनांक 17-5-1994
- का. आ. 2363 दिनांक 24-10-1994

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of ISM & Homoeopathy)

New Delhi, the 21st December, 1998

S.O.62.—In exercise of the powers conferred by sub-section (2) of Section 13 of the Homoeopathy Central Council Act, 1973 (59 of 1973), the Central Government after consulting the Central Council of

Homoeopathy, hereby makes the following further amendment in the Second Schedule to the said Act, namely :—

In the said Schedule, under the heading "Maharashtra" for serial number 11F, and the entries relating to, the following serial number and entries shall be substituted namely :—

1	2	3	4
"11F Dr. Babasaheb Ambedkar Marathwada University, Aurangabad	Bachelor of Homoeopathic Medicine and Surgery	B.H.M.S.	From 1995 onwards."

2. This Notification shall come into force on the date of its Publication in the Official Gazette.

[No. V.27021/8/91-Homoeo]

KANWAL DASS, Under Secy.

Foot Note :— The Principal Notification was published in the Gazette of India Part II, Section 1, vide S.O. No. 76, dated 20th December, 1973 and was subsequently amended vide :

S.O. 3496 dated 11-10-1977
 S.O. 325 dated 04-11-1978
 S.O. 1517 dated 26-02-1983
 S.O. 1481 dated 12-03-1983
 S.O. 3099 dated 21-06-1985
 S.O. 2048 dated 24-03-1986
 S.O. 2270 dated 24-05-1986
 S.O. 2501 dated 01-08-1990
 S.O. 2448 dated 04-08-1990
 S.O. 2503 dated 21-08-1990
 S.O. 710 dated 20-02-1992
 S.O. 891 dated 05-03-1992
 S.O. 1210 dated 23-04-1992
 S.O. 2669 dated 24-09-1992
 S.O. 978 dated 28-04-1992
 S.O. 1325 dated 17-05-1994
 S.O. 2363 dated 24-10-1994

नई दिल्ली, 21 दिसम्बर, 1997

का. आ. 63 :—केन्द्रीय सरकार, होम्योपैथी परिषद् अधिनियम, 1973 (1973 का 59) की धारा 13 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय होम्योपैथी परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की दूसरी अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

(क) दूसरी अनुसूची में "मध्य प्रदेश" शीर्ष के अंतर्गत क्रम संख्या 10 क और उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित क्रम संख्या और प्रविष्टियां जोड़ी जाएंगी, अर्थात् :—

1	2	3	4
"10 ख राज्य होम्योपैथी परिषद्, मध्य प्रदेश	डिप्लोमा इन होम्योपैथिक मेडिसिन एंड सर्जरी	डी. एच. एम. एस.	1987 से आगे "

(ख) दूसरी अनुसूची में "पश्चिम बंगाल" शीर्ष के अंतर्गत क्रम संख्या 29 ख और उससे संबंधित प्रविष्टियों के पश्चात् निम्नलिखित क्रम संख्या और प्रविष्टियाँ अंतः स्थापित की जाएंगी, अर्थात् :—

1	2	3	4
"29 ग होम्योपैथिक चिकित्सा परिषद्, पश्चिमी बंगाल	डिप्लोमा इन होम्योपैथिक मेडिसिन एंड सर्जरी	डी. एच. एम. एस.	1990 से आगे "

2. यह अधिसूचना राजपत्र में प्रकाशन की तारीख को प्रवृत्त होगी।

[फा. सं. बी. 27021/25/85-होम्यो.]

कान्वल दास, अवर सचिव

पाद टिप्पणी :—मूल अधिसूचना भारत के राजपत्र के भाग—II, खंड—I में का. आ. संख्या 76, दिनांक 20-12-73 द्वारा अधिसूचित की गई और अंतिम बार का. आ. सं. 2900 दिनांक 28-10-1997 द्वारा संशोधित की गई।

New Delhi, the 21st December, 1998

S.O. 63.—In exercise of the powers conferred by sub-section (2) of section 13 of Homoeop Central Council Act, 1973 (59 of 1973) the Central Government after consulting the Central Council of Homoeopathy, hereby makes the following further amendments in the Second Schedule to the said Act, namely :—

(a) In the Second Schedule, under the head "Madhya Pradesh" after serial number 10 A and the entries relating thereto, the following serial number and the entries shall be added, namely :—

1	2	3	4
"10 B State Council of Homoeopathy, Madhya Pradesh	Diploma in Homoeopathic Medicine and Surgery	D.H.M.S.	From 1987 onwards"

(b) In the Second Schedule, under the heading "West Bengal", after serial number 29B and the entries relating thereto, the following serial number and the entries shall be inserted, namely :—

1	2	3	4
"29C Council of Homoeopathic Medicine West Bengal.	Diploma in Homoeopathic Medicine and Surgery	D.H.M.S.	From 1990 onwards"

3. This Notification shall come into force on the date of its publication in the Official Gazette.

[F. No.V.27021/25/85-Homoeo]
KANWAL DASS, Under Secy.

Foot Note :— The Principal Notification was notified in S.O. No. 76 dated 20-12-73 in Part II, Section I of Gazette of India and was last amended by S.O. 2900 dated 28-10-1997.

शहरी कार्य और रोजगार मंत्रालय

(संपदा निदेशालय)

नई दिल्ली, 30 दिसम्बर, 1998

का. आ. 64.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की वेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नीचे दी गई सारणी की स्तंभ (1) में उल्लिखित अधिकारी को, जो सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारी नियुक्त करती है, जो उक्त सारणी के स्तंभ (2) में विनिर्दिष्ट सरकारी स्थानों की बाबत उसकी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारी को प्रदत्त शक्तियों का प्रयोग और अधिरोपित कर्तव्यों का पालन करेगा।

सारणी

अधिकारी का नाम	सरकारी स्थानों के प्रवर्ग और अधिकारिता की स्थानीय सीमाएं
सहायक सम्पदा प्रबंधक, चंडीगढ़	चंडीगढ़ स्थित केन्द्रीय सरकार के स्वामित्वाधीन या नियंत्रणाधीन सभी साधारण पूल निवास स्थान

[म. 21012/2/98-पी.ओ.एल. I]

आर. डी. सहाय, उप सम्पदा निदेशक

MINISTRY OF URBAN AFFAIRS
AND EMPLOYMENT
(Directorate of Estates)

New Delhi, the 30th December, 1998

S.O. 64.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being Gazetted Officer of Government, to be Estate Officer for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on the Estate Officer by or under the said Act, within the local limits of his jurisdiction in respect of the public premises specified in column (2) of the said Table.

TABLE

Designation of the Officer	Category of the Public Premises and local limits of jurisdiction
1	2
Assistant Estate Manager, Chandigarh	All General Pool accommodation at Chandigarh owned or controlled by Central Government.

[No. 21012/2/98-Pol. II]

R. D. SAHAY, Dy. Director of Estates.

निर्माण महानिदेशालय

(केन्द्रीय लोक निर्माण विभाग)

नई दिल्ली, 23 दिसम्बर, 1998

का. आ. 65.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में निम्नलिखित कार्यालयों, जिनके कर्मचारियों ने हिन्दी का कार्यमाध्यम ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. मुख्य इंजीनियर,
संसदीय ज्ञानपीठ परियोजना,
केन्द्रीय लोक निर्माण विभाग,
संसद भवन परिसर,
पंडित पंत मार्ग,
नई दिल्ली-1
2. मुख्य वास्तुक-1,
केन्द्रीय लोक निर्माण विभाग,
निर्माण भवन,
नई दिल्ली
3. मुख्य वास्तुक-2,
केन्द्रीय लोक निर्माण विभाग,
निर्माण भवन,
नई दिल्ली
4. मुख्य वास्तुक (द.प.अ.),
के.लो.नि.वि., 11वीं मंजिल,
सी.जी.ओ. एनेक्सी,
101, एम. के. मार्ग, मुम्बई 400020
5. मुख्य इंजी. (न.दि.अ.)-3,
केन्द्रीय लोक निर्माण विभाग,
सेवा भवन, रामकृष्ण पुरम,
नई दिल्ली-66
6. मुख्य इंजी. (न.दि.अ.)-4,
केन्द्रीय लोक निर्माण विभाग,
ईस्ट ब्लॉक-1, लेकन-3,
रामकृष्ण पुरम,
नई दिल्ली-66
7. मुख्य वास्तुक
(पू.अ. और उ.पू.अ.),
केन्द्रीय लोक निर्माण विभाग,
234/4, अग्रचार्य जे. सी. बोस मार्ग,
कलकत्ता-20
8. मुख्य इंजीनियर (सी.डी.ओ.),
केन्द्रीय लोक निर्माण विभाग,
निर्माण भवन,
नई दिल्ली

9. मुख्य इंजीनियर (सी.एस.क्यू.),
केन्द्रीय लोक निर्माण विभाग,
निर्माण भवन,
नई दिल्ली
10. मुख्य इंजीनियर (उ.अ.)-1,
केन्द्रीय लोक निर्माण विभाग,
केन्द्रीय सदन, सेक्टर-9 ए,
चण्डीगढ़-160017
11. मुख्य इंजीनियर (उ.अ.)-2,
केन्द्रीय लोक निर्माण विभाग,
बी-VII-1, सेक्टर-के,
अलीगंज, लखनऊ-226024
12. मुख्य इंजीनियर (एस.पी.जी. परियो.),
केन्द्रीय लोक निर्माण विभाग,
सी.जी.ओ. कम्प्लेक्स,
लोधी रोड,
नई दिल्ली-3
13. मुख्य इंजी. (एस.पी. मार्ग),
केन्द्रीय लोक निर्माण विभाग,
35, सरदार पटेल मार्ग,
नई दिल्ली-21
14. मुख्य इंजी. (केन्द्रीय अंचल),
केन्द्रीय लोक निर्माण विभाग,
ई-3/4,4 बी, अरेश कालोनी,
भोपाल-462016
15. मुख्य इंजी. (वै.) उत्तरी अंचल,
केन्द्रीय लोक निर्माण विभाग,
ईस्ट ब्लॉक-1, लेवल-5,
रामकृष्ण पुरम,
नई दिल्ली-66
16. मुख्य इंजी. (उत्तरी अंचल)-3,
केन्द्रीय लोक निर्माण विभाग,
कम्प्लेक्स सेक्टर-7, विद्याधर नगर,
जयपुर-302012
17. मुख्य इंजी. (बाहरी दिल्ली अंचल),
केन्द्रीय लोक निर्माण विभाग,
बी ब्लॉक, कर्जन रोड, बेरेक्स,
कस्तूरबा गांधी मार्ग,
नई दिल्ली-1
18. मुख्य इंजीनियर,
लो.नि. वि. अंचल-3,
(दिल्ली सरकार),
एम एस ओ बिल्डिंग,
इन्द्रप्रस्थ एस्टेट,
नई दिल्ली-2
19. मुख्य इंजीनियर,
लो.नि.वि. अंचल-4,
(दिल्ली सरकार),
एम एस ओ भवन,
इन्द्रप्रस्थ एस्टेट,
नई दिल्ली-2
20. मुख्य इंजी. (पश्चिमी अंचल)-1,
केन्द्रीय लोक निर्माण विभाग,
ग्रोल्ल सी.जी.ओ. भवन एनेक्सी,
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नई दिल्ली
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नई दिल्ली
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39. कार्यपालक इंजीनियर,
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इन्द्रप्रस्थ भवन,
नई दिल्ली
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नई दिल्ली
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नई दिल्ली
नई दिल्ली ग्रंथालय-2
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नई दिल्ली
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नई दिल्ली-1

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केन्द्रीय लोक निर्माण विभाग,
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नई दिल्ली
49. श्रीमती सुचेता कुपलानी वी. मंडल,
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नई दिल्ली-1
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नई दिल्ली
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नई दिल्ली-2
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केन्द्रीय लोक निर्माण विभाग,
इन्द्रप्रस्थ भवन,
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केन्द्रीय लोक निर्माण विभाग,
सेवा भवन, रामकृष्ण पुरम,
नई दिल्ली-66
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केन्द्रीय लोक निर्माण विभाग,
ईस्ट ब्लॉक-1, रामकृष्ण पुरम,
नई दिल्ली
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रामकृष्ण पुरम,
नई दिल्ली
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नई दिल्ली
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साविक नगर,
नई दिल्ली
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जवाहरलाल नेहरू स्टेडियम,
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- नई दिल्ली अंचल-4
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केन्द्रीय लोक निर्माण विभाग,
पुष्प भवन,
नई दिल्ली
61. दिल्ली केन्द्रीय परिमंडल-12,
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इन्द्रप्रस्थ भवन,
नई दिल्ली
62. निर्माण मंडल-14,
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इ. गां.रा. खु. विश्वविद्यालय,
भैदान गढ़ी,
नई दिल्ली
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के.लो.नि.वि.,
पूसा,
नई दिल्ली
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केन्द्रीय लोक निर्माण विभाग,
केनेडी काटेज,
शिमला
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केन्द्रीय लोक निर्माण विभाग,
सैक्टर 7बी,
चण्डीगढ़
66. चण्डीगढ़ केन्द्रीय मंडल-3,
केन्द्रीय लोक निर्माण विभाग,
सैक्टर-7बी,
चण्डीगढ़

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केन्द्रीय लोक निर्माण विभाग,
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लुधियाना
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जालन्धर
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केनेडी काटेज,
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केन्द्रीय लोक निर्माण विभाग,
केनेडी काटेज,
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71. शिमला केन्द्रीय वैद्युत मंडल,
केन्द्रीय लोक निर्माण विभाग,
केनेडी काटेज,
शिमला
- उत्तरी अंचल-2
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केन्द्रीय लोक निर्माण विभाग,
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देहरादून
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लखनऊ
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आई वी आर आई कैम्पस,
ईजत नगर, बरेली
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केन्द्रीय लोक निर्माण विभाग,
जी एस आर्ट कैम्पस, अलीगंज,
लखनऊ
76. लखनऊ केन्द्रीय मंडल-2,
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बी-1/65, सैक्टर "के",
अलीगंज, लखनऊ
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संजय प्लेस,
आगरा
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के.लो.नि.वि., 20 सुभाष रोड,
देहरादून
79. देहरादून केन्द्रीय मंडल-2,
केन्द्रीय लोक निर्माण विभाग,
20, सुभाष रोड,
देहरादून
80. गढ़वाल केन्द्रीय मंडल,
के.लो.नि.वि.,
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श्रीनगर, पौड़ी गढ़वाल
उत्तरी अंचल-3
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केन्द्रीय लोक निर्माण विभाग,
3 वेस्ट पटेल नगर,
सर्किट हाउस रोड,
जोधपुर
82. जैसलमेर केन्द्रीय मंडल,
केन्द्रीय लोक निर्माण विभाग,
जैसलमेर
83. जयपुर केन्द्रीय वैद्युत परिमंडल,
केन्द्रीय लोक निर्माण विभाग,
बी-7, मोती मार्ग, बापू नगर,
जयपुर
84. जयपुर केन्द्रीय मंडल-1,
केन्द्रीय लोक निर्माण विभाग,
एन सी आर बिल्डिंग,
स्टेचू सर्किल, जयपुर
85. जयपुर केन्द्रीय मंडल-2,
केन्द्रीय लोक निर्माण विभाग,
एन सी आर बिल्डिंग,
स्टेचू सर्किल, जयपुर
86. जोधपुर केन्द्रीय वैद्युत मंडल,
के.लो.नि.वि., निर्माण भवन,
3 वेस्ट पटेल नगर, सर्किट हाउस रोड,
जोधपुर
बाहरी दिल्ली अंचल
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गाजियाबाद
88. एन.एस.जी.पी. परिमंडल,
केन्द्रीय लोक निर्माण विभाग,
मानेसर (हरियाणा)

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रामकृष्ण पुरम,
नई दिल्ली
90. ग्रेटर नोएडा केन्द्रीय मंडल,
केन्द्रीय लोक निर्माण विभाग,
1/7, सेक्टर 39, नोएडा,
उत्तर प्रदेश
91. एन एस जी पी मंडल-5,
केन्द्रीय लोक निर्माण विभाग,
मानेसर, गड़गांव,
हरियाणा
92. एन एस जी पी मंडल-6,
केन्द्रीय लोक निर्माण विभाग,
मानेसर, गड़गांव,
हरियाणा
93. एन एस जी पी वैद्युत मंडल,
केन्द्रीय लोक निर्माण विभाग,
मानेसर, गड़गांव,
हरियाणा
94. एन एस जी पी उद्यान मंडल,
केन्द्रीय लोक निर्माण विभाग,
मानेसर, गड़गांव,
हरियाणा
एस.पी.जी.
95. एस.पी.जी.पी. परि.-1,
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सी-ब्लॉक, इन्द्रप्रस्थ भवन,
नई दिल्ली
96. एस.पी.जी.पी. परि.-2,
के.लो.नि.वि.,
सेक्टर-8, पप्पन कलां,
नई दिल्ली
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केलोनिवि., सेक्टर-8,
पप्पन कलां, नई दिल्ली
लोक निर्माण विभाग
(राष्ट्रीय राजधानी क्षेत्र दिल्ली) अंचल-1, 2, 3, 4
98. लो.नि.वि. परि.-8,
(रा.रा.क्षे.वि.),
एम एस ओ भवन, नई दिल्ली-2
99. लो.नि.वि. मंडल-31,
(रा.रा.क्षे.वि.), सनलाइट बिल्डिंग,
आसफ अली रोड, नई दिल्ली-2
100. लो.नि.वि. वैद्युत, परि.-1,
(रा.रा.क्षे.वि.), इन्द्रप्रस्थ भवन,
नई दिल्ली
101. लो.नि.वि. वैद्युत मंडल-12,
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डी.डी. यू. अस्पताल आवास कम्प्लेक्स,
हरि नगर, नई दिल्ली
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(रा.रा.क्षे.वि.), 9वां तल,
एम एस ओ. भवन, नई दिल्ली-2
103. लो.नि.वि. मंडल-19
(रा.रा.क्षे.वि.), 9वां तल,
एम.एस.ओ. भवन, नई दिल्ली
104. एस.पी.पी. मंडल
(रा.रा.क्षे.वि.), 5वां तल,
एस.एस.ओ. भवन, नई दिल्ली
105. लो.नि.वि. मंडल-15
(रा.रा.क्षे.वि.)
सनलाइट इण्डोरिंग बिल्डिंग,
आसफ अली रोड, नई दिल्ली
106. लो.नि.वि. परिमंडल-7
(रा.रा.क्षे.वि.), 5वां तल,
एस.एस.ओ. भवन, नई दिल्ली
107. लो.नि.वि. मंडल-30
(रा.रा.क्षे.वि.)
इन्द्रप्रस्थ भवन, नई दिल्ली
108. लो.नि.वि. वैद्युत परि. 2
(रा.रा.क्षे.वि.), दूसरी मंजिल,
एस.एस.ओ. भवन, नई दिल्ली
109. परियोजना प्रबंधक,
दिल्ली कालेज आफ इंजीनियरिंग,
(रा.रा.क्षे.वि.) बवाना रोड,
बादली, दिल्ली-110 042
110. लो.नि.वि. मंडल-4,
(रा.रा.क्षे.वि.), पुलिस कालोनी,
हौज खास, नई दिल्ली-16
111. लो.नि.वि. विभाग मंडल-27,
(रा.रा.क्षे.वि.), आठवां तल,
एम.एस.ओ. भवन, नई दिल्ली-2
112. लो.नि.वि. मंडल-22
(रा.रा.क्षे.वि.), 7वां तल,
एम.एस.ओ. भवन, नई दिल्ली-2

113. लो. नि. वि. मंडल-29
(रा. रा. क्षे. दि.),
पुरानी कचहरी,
कश्मीरी गेट, दिल्ली
114. डॉ. बाबा साहेब अम्बेडकर परियोजना,
लो. नि. वि. (रा. रा. क्षे. दि.),
रोहिणी, दिल्ली
115. डॉ. बाबा साहेब अम्बेडकर अस्प. परि. मंडल,
(रा. रा. क्षे. दि.), रोहिणी,
दिल्ली
116. लो. नि. वि. मंडल-16,
(रा. रा. क्षे. दि.),
शालीमार बाग, दिल्ली-52
117. लो. नि. वि. परिमंडल-5,
(रा. रा. क्षे. दि.), चौथी मंजिल,
एम. एस. ओ. भवन, नई दिल्ली-2
118. अधी. नि. सर्वे. (रा. रा. क्षे. दि.),
अंचल-4, लो. नि. वि.,
एम. एस. ओ. भवन, नई दिल्ली
119. द्वितीय निजामद्दीन सेतु परियोजना
(रा. रा. क्षे. दि.), ईश्वर नगर,
ओखला, नई दिल्ली
120. पंजाबी बाग फ्लाई ओवर परियोजना,
लोनवि (रा. रा. क्षे. दि.),
महात्मा गांधी मार्ग,
नई दिल्ली-56
121. लो. नि. वि. वैद्युत परिमंडल-3,
(रा. रा. क्षे. दि.), 13वीं मंजिल,
एम. एस. ओ. भवन, नई दिल्ली
- पश्चिमी अंचल
122. अहमदाबाद केन्द्रीय परिमंडल,
के. लो. नि. वि. मुबूल टावर,
आश्रम रोड, अहमदाबाद
123. मुम्बई केन्द्रीय मंडल-5,
के. लो. नि. वि.,
सांताक्रुज एयरपोर्ट,
मुंबई-99
124. न्यू मुंबई केन्द्रीय मंडल,
के. लो. नि. वि., सी. जी. ओ. भवन,
7वां तल, सी. बी. डी., बेलापुर,
न्यू मुंबई
125. गांधीनगर केन्द्रीय मंडल,
के. लो. नि. वि. गांधी नगर, रोड-3,
सेक्टर-6, गांधी नगर-382006
126. अहमदाबाद के. वै. मंडल,
के. लो. नि. वि., जवाहर मिल,
शाहपुर गेट,
अहमदाबाद-380009
127. पुणे केन्द्रीय परिमंडल,
के. लो. नि. वि., निरुधि भवन,
मकुन्द नगर, पुणे-41037
128. गोवा केन्द्रीय मंडल,
के. लो. नि. वि.,
बेम्बोलिम, गोवा
129. इंदौर केन्द्रीय परिमंडल,
के. लो. नि. वि.,
सी. जी. ओ. बिल्डिंग,
इंदौर
130. भोपाल केन्द्रीय वैद्युत परिमंडल,
के. लो. नि. वि., ई-2/5,
अरेरा कालोनी,
भोपाल
131. भोपाल केन्द्रीय मंडल I,
के. लो. नि. वि., ई-2/5,
अरेरा कालोनी,
भोपाल-462016
132. भोपाल केन्द्रीय मंडल-2,
के. लो. नि. वि.,
सी आर पी एफ कैम्पस,
बंगरसिया, भोपाल
133. जबलपुर केन्द्रीय मंडल,
के. लो. नि. वि.,
78, सर्वे ऑफ इंडिया,
विजय नगर,
जबलपुर-482012
134. इंदौर केन्द्रीय मंडल-1,
के. लो. नि. वि.,
रेसीडेंसी एरिया,
इंदौर-452001
135. इंदौर केन्द्रीय मंडल-2,
के. लो. नि. वि.,
रेसीडेंसी एरिया,
इंदौर-452001
136. देवास केन्द्रीय मंडल,
के. लो. नि. वि.,
वीक मोट ग्रंथ,
देवास

137. कलकत्ता केन्द्रीय परिमंडल-1,
के. लो. नि. वि., 234/4,
आचार्य जं. सी. बोस मार्ग,
निजाम पैलेस,
कलकत्ता-20
138. कलकत्ता केन्द्रीय परिमंडल-3,
के. लो. नि. वि.,
234/4, आचार्य जं. सी. बोस मार्ग,
निजाम पैलेस, कलकत्ता-20
139. पटना केन्द्रीय मंडल-1,
के. लो. नि. वि., पूर्ण चक्र,
सी. पी. डब्ल्यू. डी. कम्पाउंड,
पटना-23
140. पटना केन्द्रीय मंडल-2,
के. लो. नि. वि., पूर्ण चक्र,
सी. पी. डब्ल्यू. डी. कम्पाउंड,
पटना-23
141. धनबाद केन्द्रीय मंडल,
के. लो. नि. वि.,
पी. के. राय कालेज के समीप,
पी. ओ. आई एस एम,
धनबाद-8 26004
142. पटना केन्द्रीय वं. मंडल,
के. लो. नि. वि., पूर्ण चक्र,
सी. पी. डब्ल्यू. डी. कम्पाउंड,
पटना-23
दक्षिणी अंचल-2
143. हैदराबाद केन्द्रीय वं. परिमंडल,
के. लो. नि. वि., निर्माण भवन,
मुस्तान बाजार,
हैदराबाद-500195
दक्षिणी अंचल-3
144. बंगलूर केन्द्रीय वं. परि.
के. लो. नि. वि., केन्द्रीय सदन,
फोरमंगला, बंगलूर-560034
145. बंगलूर केन्द्रीय परिमंडल,
के. लो. नि. वि., केन्द्रीय सदन,
फोरमंगला, बंगलूर-560034
147. बंगलूर केन्द्रीय मंडल-3,
के. लो. नि. वि., केन्द्रीय सदन,
फोरमंगला, बंगलूर-560034
148. बंगलूर केन्द्रीय मंडल-2,
के. लो. नि. वि., केन्द्रीय सदन,
फोरमंगला, बंगलूर-560034
सीमा हृदबंदी अंचल

149. सीमा हृदबंदी परिमंडल-2,
(जैसलमेर) के. लो. नि. वि.,
द्वारा बी. एम. एफ. कैम्पस,
जैसलमेर

[सं. 5/1/98-हिन्दी]

भूगवान सिंह दुग्गल, निर्माण महानिदेशक

DIRECTORATE GENERAL OF WORKS

(Central Public Works Department)

New Delhi, the 23rd December, 1998

S.O. 65.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for Official purposes of the Union) Rules, 1976 the Central Government hereby Notifies the following Offices, the staff whereof have acquired a working knowledge of Hindi :

1. Chief Engineer, Par. Lib. Pro., C.P.W.D., Parliament House Annexe, Pt. Pant Marg, New Delhi-1.
2. Chief Architect-I, C.P.W.D., Nirman Bhawan, New Delhi.
3. Chief Architect-II, C.P.W.D., Nirman Bhawan, New Delhi.
4. Chief Architect (South West Zone), C.P.W.D., 11th floor, CGO Annexe, 101, M. K. Road, Mumbai-20.
5. Chief Engineer (NDZ) III, C.P.W.D., Sewa Bhawan, R. K. Puram, New Delhi-66
6. Chief Engineer (NDZ) IV, C.P.W.D., East Block-1, Level-3, R. K. Puram, New Delhi-66
7. Chief Architect (EZ & NEZ), C.P.W.D., 234/4, Acharya J. C. Bose Road, Calcutta-20
8. Chief Engineer (CDO), C.P.W.D., Nirman Bhawan, New Delhi.
9. Chief Engineer (CSQ), C.P.W.D., Nirman Bhawan, New Delhi
10. Chief Engineer (NZ) I, C.P.W.D., Kendriya Sadan, Sector.—9 'A', Chandigarh-160017
11. Chief Engineer (NZ) II, C.P.W.D., Aliqanj Lucknow-226024

12. Chief Engineer (SFG Project),
C.P.W.D., CGO Complex,
Lodhi Road,
New Delhi-3
 13. Chief Engineer (SP Marg Project),
C.P.W.D.,
35, Sardar Patel Marg,
New Delhi-21
 14. Chief Engineer (Central Zone),
C.P.W.D.,
E-3-4, 4B-Arora Colony,
Bhopal-462016
 15. Chief Engineer (EI.),
North Zone, CPWD,
East Block-1, Level-5,
R. K. Puram,
New Delhi-66
 16. Chief Engineer (NZ) III,
Central Public Works Department,
CPWD Complex, Sector-7,
Vidvadhhar Nagar,
Jaipur-302012
 17. Chief Engineer (Outer Delhi Zone),
C.P.W.D., 'B' Block,
Curzon Road Barracks,
New Delhi-1
 18. Chief Engineer (PWD) Zone-3,
Govt. of Delhi,
MSO Building,
I. P. Estate,
New Delhi-2.
 19. Chief Engineer (PWD) Zone) IV,
Govt. of Delhi,
MSO Building,
I. P. Estate,
New Delhi-2
 20. Chief Engineer (WZ) I,
C.P.W.D.,
Old CGO Bldg. Annexe,
14th Floor, 101, M. K. Road,
Mumbai-20
 21. Chief Engineer (WZ) II,
C.P.W.D., 'A' Block,
CGO Complex,
Seminary Hills,
Nagpur-440006
 22. Chief Engineer (E),
Western Zone, C.P.W.D.,
CGO Bldg., 4th Floor,
48 New Marine Lines,
Mumbai-20
 23. Chief Engineer (EZ) I,
CPWD, 1st MSO Bldg.,
234/4, Acharya J. C. Bose Road,
Calcutta-20
 24. Chief Engineer (EZ) II,
CPWD, Pant Bhawan,
Railv Road,
Patna
 25. Chief Engineer (E),
Eastern Zone, CPWD,
234/4, Acharya J. C. Bose Road,
Calcutta-20
 26. Chief Engineer (SZ) III,
CPWD, 'A' Wing, 1st Floor,
Kendriya Sadan,
Kora Mangla,
Bangalore 34
 27. Chief Engineer (EI.),
Southern Zone,
CPWD, 'C' Wing, Rajaji Bhawan,
Beasant Nager, Chennai-90
 28. Chief Engineer, BFZ,
CPWD, East Block-1,
Level-4, R. K. Puram,
New Delhi-66
 29. Chief Engineer (E) BFL,
CPWD, Vidvut Bhawan,
Shankar Market,
New Delhi-1
 30. Executive Director (Consultancy),
CPWD, Nirman Bhawan,
New Delhi
- NEW DELHI ZONE (I)
31. Superintending Surveyor of Works,
New Delhi Zone (I),
CPWD, Nirman Bhawan,
New Delhi
 32. Superintending Engineer,
President Estate Circle,
Central Public Works Department,
Rastrapati Bhawan,
New Delhi
 33. Superintending Engineer,
Vigyan Bhawan Circle,
CPWD, Vigyan Bhawan Annexe,
New Delhi-11
 34. Executive Engineer,
'I' Division, CPWD,
I. P. Bhawan,
New Delhi-2
 35. Executive Engineer,
Parliament Works Dn. 3,
CPWD, I. P. Bhawan,
New Delhi
 36. Executive Engineer,
Parliament Works Dn.-4,
CPWD, B. D. Marg,
New Delhi.
 37. Executive Engineer,
Central Sectt. Division,
CPWD, South Block,
Near Gate No. 11,
New Delhi-11
 38. Executive Engineer,
Parliament Works Elect. Dn -1,
CPWD, I. P. Bhawan,
New Delhi
 39. Executive Engineer,
Parliament Works El. Dn -2,
CPWD, I. P. Bhawan,
New Delhi.

40. Executive Engineer,
Parliament Airconditioning Dn.,
CPWD, Vidyut Bhawan,
New Delhi.
41. Executive Engineer,
Electrical Dn.-15,
CPWD, I. P. Bhawan,
New Delhi.
NEW DELHI ZONE (II)
42. Superintending Surveyor of Works,
New Delhi Zone-2,
CPWD, 2nd Floor,
I. P. Bhawan,
New Delhi-110002.
43. Delhi Central Circle-10,
CPWD, AWAH Compound,
Netaji Nagar,
New Delhi-110023.
44. Delhi Central El. Circle-8,
CPWD, I. P. Bhawan,
New Delhi-110002.
45. 'L' Division,
CPWD, I. P. Bhawan,
New Delhi.
46. Unfiltered Water Division,
Central Public Works Division,
4-6, Pt. Pant Marg,
New Delhi-1.
47. Central Store Division-1,
CPWD, AWH Compound,
Netaji Nagar,
New Delhi-110023.
48. Elect. Division-17,
CPWD, R. K. Puram,
New Delhi.
49. Smt. Sucheta Kriplani El. Dn.,
Central Public Works Department,
Sucheta Kriplani Hospital,
New Delhi-1
50. Elect. Division-16,
CPWD, R. K. Puram
New Delhi.
51. Addl. Director of Horticulture,
CPWD, I. P. Bhawan,
New Delhi-110002.
52. Landscape Division,
CPWD,
I. P. Bhawan,
New Delhi.
NEW DELHI ZONE-(III)
53. Delhi Central Circle-8,
CPWD, Sewa Bhawan,
R. K. Puram,
New Delhi-66
54. 'C' Division,
CPWD, East Block-1,
R. K. Puram,
New Delhi.
55. 'S' Division,
CPWD, R. K. Puram,
New Delhi.
56. 'T' Division,
CPWD,
'A' 141-145, Sarojini Nagar,
New Delhi.
57. 'U' Division,
CPWD,
R. K. Puram,
New Delhi.
58. 'V' Division,
CPWD,
Sadiq Nagar,
New Delhi.
59. Asian Games Division,
CPWD, J. L. Nehru Stadium,
New Delhi-3
NEW DELHI ZONE (IV)
60. Delhi Central Circle-11,
CPWD, Pushpa Bhawan,
New Delhi.
61. Delhi Central Circle-12,
CPWD, I. P. Bhawan,
New Delhi.
62. Construction Division-14,
Central Public Works Department,
IGNOU, Maidan Garhi,
New Delhi.
63. Elect. Division-11,
CPWD, Pusa,
New Delhi.
NORTHERN ZONE (I)
64. Shimla Central Circle,
CPWD, Kennedy Cottage,
Shimla.
65. Chandigarh Central El. Cir.,
CPWD, Sector-7 'B',
Chandigarh.
66. Chandigarh Central Dn.-3,
CPWD, Sector-7 'B',
Chandigarh.
67. Ludhiana Central Division,
CPWD, 315-C, Model Town,
Ludhiana.
68. Jullandhar Central Division,
CPWD, 29, Link Road,
Jullandhar.
69. Shimla Central Division-1,
CPWD, Kennedy Cottage,
Shimla.
70. Shimla Central Division-2,
CPWD, Kennedy Cottage,
Shimla.

71. Shimla Cent. Elect. Divn.,
CPWD, Kennedy Cottage,
Shimla.

NORTHERN ZONE II

72. Dehradun Cent. Circle,
CPWD, 29, Subhash Road,
Dehradun.
73. Lucknow Cent. Elect. Circle,
CPWD, GSI Campus,
Aliganj,
Lucknow.
74. Bareilly Central El. Division,
Central Public Works Department,
IBRI Complex,
Ijrat Nagar, Bareilly.
75. Lucknow Cent. Division-I,
CPWD, GSI Campus,
Aliganj, Lucknow.
76. Lucknow Cent. Divn.-2,
CPWD, B-1/65, Sector 'K',
Aliganj,
Lucknow.
77. Agra Cent. Divn.,
Block-77/2, M. K. Towers,
Saniy Place,
Agra.
78. Dehradun Cent. Dn.-I,
CPWD, 20, Subhash Road,
Dehradun.
79. Dehradun Cent. Dn.-2,
CPWD, 20 Subhash Road,
Dehradun.
80. Garhwal Cent. Division,
CPWD, SSB Campus,
Srinagar,
Garhwal.

NORTHERN ZONE-III

81. Jodhpur Cent. Circle,
CPWD, 3, West Patel Nagar,
Circuit House Road,
Jodhpur.
82. Jaisalmer Central Division,
CPWD,
Jaisalmer.
83. Jaipur Central Elect. Circle,
CPWD, B-7, Moti Marg,
Bapu Nagar,
Jaipur.
84. Jaipur Central Division-I,
CPWD, NCR Building,
Statue Circle, Jaipur.
85. Jaipur Cent. Divn.-2,
CPWD,
NCR Building,
Statue Circle, Jaipur.

86. Jodhpur Cent. El. Divn.,
CPWD, Nirman Bhawan,
3, West Patel Nagar,
Jodhpur.

OUTER DELHI ZONE

87. Ghaziabad Central Circle,
CPWD, CCO-1,
Hapur Road,
Ghaziabad.
88. NSGP Circle,
CPWD, Manesar,
Haryana.
89. Outer Delhi El. Circle,
CPWD, R. K. Puram,
New Delhi.
90. Greater Noida Cent. Dn.,
CPWD, 1/7 Sector-39,
NOIDA.
91. NSGP Divn. 5,
CPWD, Manesar,
Gurgaon,
Haryana.
92. NSGP Divn. 6,
CPWD, Manesar,
Gurgaon,
Haryana.
93. NSGP Elect. Divn.,
CPWD, Manesar,
Gurgaon,
Haryana.
94. NSGP Hort. Divn.,
CPWD, Manesar,
Gurgaon,
Haryana.

SPECIAL PROTECTION GROUP

95. SPGP, Circle 1,
CPWD, 3rd Floor,
'C' Wing, I. P. Bhawan,
New Delhi.
96. SPGP Circle 2,
CPWD, Sector-8,
Pappankalan,
New Delhi.
97. SPGP Elect. Circle,
CPWD, Sector-8,
Pappankalan,
New Delhi
PWD (National Capital Territory
of Delhi) Zone-1, 2, 3, 4.
98. PWD Circle-8,
NCTD MSO Bhawan
New Delhi.
99. PWD Division-31,
NCTD, Sunlight Building,
Asaf Ali Road,
New Delhi.

100. PWD Elect. Circle-I, NCTD, I. P. Bhawan, New Delhi.
101. PWD Elect. Division-12, NCTD, DDU Hosp. Residential Complex, Hari Nagar, New Delhi.
102. PWD Division-18, NCTD, 9th Floor, MSO Bhawan, New Delhi-2.
103. PWD Division-19, NCTD, 9th Floor, MSO Bhawan, New Delhi.
104. SBP Division, NCTD, 5th Floor, MSO Building, New Delhi.
105. PWD Division 15, NCTD, Sunlight Insurance Bldg., Asaf Ali Road, New Delhi.
106. PWD Circle-7, NCTD, 5th Floor, MSO Building, New Delhi.
107. PWD Division-30, NCTD, I. P. Bhawan, New Delhi.
108. PWD Elect. Circle-2, NCTD, 2nd Floor, MSO Building, New Delhi.
109. Project Manager, Delhi College of Engineering, NCTD, Bawana Road, Badli, Delhi-110042
110. PWD Division-4, NCTD, Police Colony, Hauz Khas, New Delhi-16
111. PWD Division-27, NCTD, 8th Floor, MSO Building, New Delhi-2.
112. PWD Division-27, NCTD, 7th Floor, MSO Building, New Delhi-2
113. PWD Division-29, NCTD, Purani Kachahri, Kashimiri Gate, Delhi.
114. Dr. S.S.A. Hospital Project, NCTD, Rohini, Delhi
115. Dr. B. S. A. Hsp. Proj. Divn., NCTD, Rohini, Delhi.
116. Dr. B. S. A. Hsp. Proj. Divn., ICTD, Shahmar Bagh, Delhi-52.
117. FWD Circle-5, NCTD, 4th Floor, MSO Building, New Delhi-2
118. S.S.W., FWD (NCTD) Zone-4, MSO Building, New Delhi.
119. 2nd Nizamuddin Bridge Proj., NCTD, Ishwar Nagar, Okhla, New Delhi.
120. Punjabi Bagh Flyover Proj., NCTD, M. K. Gandhi Road, New Delhi-56
121. PWD Elect. Circle-3, NCTD, 13th Floor, MSO Building, New Delhi.
- WESTERN ZONE**
122. Ahmedabad Central Circle, CPWD, Mridul Towers, Ashram Road, Ahmedabad.
123. Mumbai Central Division-5, CPWD, Santa Cruz Airport, Mumbai-99
124. New Mumbai Cent. Division, CPWD, CGO Building, 7th Floor, CRD, Belapur, New Mumbai.
125. Gandhi Nagar Cent. Division, CPWD, Gandhi Nagar Road-3, Sector-6, Gandhi Nagar-382606
126. Ahmedabad Cant. Elect. Divn., CPWD, Jawahar Mill, Shahpur Gate, Ahmedabad-380009
127. Pune Central Circle, CPWD, Nirman Bhawan, Mukund Nagar, Pune
128. Goa Central Division, CPWD, Bembolim, Goa
129. Indore Central Circle, CPWD, CGO Building, Indore.
130. Bhopal Cent. Elect. Circle, CPWD, E-2/5, Arera Colony, Bhopal.
131. Bhopal Central Division-1, CPWD, E-2/5, Arera Colony, Bhopal-462016

132. Bhopal Central Division-2,
CPWD,
CRPF Campus,
Bangraia, Bhopal.
133. Jabalpur Central Division,
CPWD, 78, Survey of India,
Vijay Nagar,
Jabalpur-482012
134. Indore Central Division-1,
CPWD, Residency Area,
Indore-452001
135. Indore Central Division-2,
CPWD,
Residency Area,
Indore-452001
136. Dewas Cent. Division,
CPWD,
Bank Note Press,
Dewas.
137. Calcutta Cent. Circle-I,
CPWD, 234/4, AJC Bose Road,
Nizam Palace,
Calcutta-20
138. Calcutta Cent. Circle-3,
CPWD 234/4, AJC Bose Road,
Nizam Palace,
Calcutta-20
139. Patna Central Division-I,
CPWD, Punai Chak,
CPWD Compound,
Patna-23
140. Patna Central Division-2,
CPWD, Punai Chak,
CPWD Compound,
Patna-23
141. Dhanbad Central Division,
CPWD,
Near P. K. Roy College,
PO-ISM,
Dhanbad-626004
142. Patna Central Elect. Division,
CPWD, Punai Chak,
CPWD Compound,
Patna-23

SOUTHERN ZONE-II

143. Hyderabad Cent. Elect. Circle,
CPWD, Nihaman Bhawan,
Sultan Bazar,
Hyderabad-500195

SOUTHERN ZONE-III

144. Bangalore Central Elect. Cir.,
CPWD, Kendriya Sadan,
Koramangala,
Bangalore
145. Bangalore Central Circle,
CPWD, Kendriya Sadan,
Koramangala,
Bangalore-560034.

147. Bangalore Central Division-3,
CPWD, Kendriya Sadan,
Koramangala, Bangalore-560034
148. Bangalore Central Division-2,
CPWD, Kendriya Sadan,
Koramangala, Bangalore-560034

BORDER FENCING ZONE

149. Border Fencing Circle-2,
(Jaisalmer), CPWD,
C/o-BSF Campus,
Jaisalmer.

[No. 5/1/98-Hindi]

B. S. DUGGAL, Director General of Works

बस्त्र मंत्रालय

नई दिल्ली, 9 दिसम्बर, 1998

का. प्रा. 66.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोग) नियम, 1976 के नियम 10 के उपनियम 4 के अनुसरण में बस्त्र मंत्रालय के अन्तर्गत आने वाले निम्नलिखित कार्यालयों को जिनमें 80% कर्मचारी बृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. टाटा मिल्स, मुम्बई
2. श्री सीताराम मिल्स, मुम्बई
3. जाम मैनुफैक्चरिंग मिल्स
4. पौदार मिल्स, मुम्बई
5. कोहिनूर मिल्स, 1, 2 और 3
6. सी सी भाई सी प्राफ इंडिया लि., 7 जवाहरलाल नेहरू रोड, चौरंगी, कलकत्ता-700013

[सं. ई-11016/1/98-हिन्दी]

चरन दास, उप सचिव

MINISTRY OF TEXTILES

New Delhi, the 9th December, 1998

S.O. 66.—In pursuance of Sub-Rule 4 of Rule 10 of the Official Language (use for official purposes of the Union), Rules, 1976 the Central Government hereby notifies the following offices under the Ministry of Textiles whereof more than 80 per cent staff have acquired working knowledge of Hindi :—

1. Tata Mills, Mumbai
2. Shri Sitaram Mills, Mumbai
3. Jam Manufacturing Mills
4. Poddar Mills, Mumbai
5. Kohinoor Mills, 1, 2 & 3
6. CCIC of India Ltd., 7 Jawaharlal Nehru Road, Chaurangi, Calcutta-700 013

[No. E-11016/1/98-Hindi]

CHARAN DASS, Dy. Secy.

नई दिल्ली, 23 दिसम्बर, 1998

का.आ. 67.—केन्द्रीय रेशम बोर्ड अधिनियम, 1948 (1948 का 61) की धारा 4 में प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निम्नलिखित को 22 दिसम्बर, 2001 तक, जिसमें यह भी शामिल है, केन्द्रीय रेशम बोर्ड के सदस्य के रूप में कार्य करने के लिए नामित करती है :—

निदेशक, रेशम उत्पादन आंध्र प्रदेश सरकार द्वारा अधि-
आंध्र प्रदेश सरकार, नियम की धारा 4 (3) (छ)
हैदराबाद के अन्तर्गत नामित

[फा. सं. 25012/5/94-रेशम]
सी. टी. एम. सुगुणा, उपसचिव

New Delhi, the 23rd December, 1998

S.O. 67.—In exercise of powers conferred by Section 4, of the Central Silk Board Act, 1948 (61 of 1948), the Central Government hereby nominates the following to serve as member of the Central Silk Board for a period upto and including 22 December, 2001;—

Director of Sericulture, Nominated by the Government of Andhra Pradesh, Hyderabad. Government of Andhra Pradesh under Section 4(3) (g) of the Act.

[File No. 25012/5/94-Silk]
C.T.M. SUGUNA, DY. Secy.

सूचना और प्रसारण मंत्रालय

शुद्धि पत्र

नई दिल्ली, 28 दिसम्बर, 1998

का. आ. 68.—केन्द्रीय फिल्म प्रमाणन बोर्ड के सदस्यों की नियुक्ति संबंधी इस मंत्रालय की दिनांक 9-10-1998 की समसंख्यक अधिसूचना में सदस्यों की सूची के क्रम सं. (6) (8) और (15) तथा उनसे संबंधित प्रविष्टियों के बदले में निम्नलिखित नाम प्रतिस्थापित किए जाएंगे :—

6. सुश्री सोकार जानकी
8. श्रीमती सबिता राधाकृष्णा
15. श्री सीता राम शास्त्री
“सिरिवेन्नेला”

[फाइल संख्या 809/12/98-एफ (सी.)]

रघु मेनन, संयुक्त सचिव

MINISTRY OF INFORMATION AND BROADCASTING CORRIGENDUM

New Delhi, the 28th December, 1998

S.O. 68.—In the Ministry's Notification of even number, dated 9-10-98 regarding appointment of members of the Central Board of Film Certification, for serial Nos. (6), (8) and (15) in the list of members and the entries relating thereto, the following shall be substituted, namely :—

3497 GI98—4.

(6) Ms. Sowcar Janaki

(8) Smt. Sabitha Radhakrishna

(15) Shri Seetha Rama Shastri
‘Sirivennela’.

[File No. 809/12/98-F(C)]
RAGHU MENON, Jt. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 22 दिसम्बर, 1998

का.आ. 69.—केन्द्रीय सरकार, पेट्रोलियम और खनिज, पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 2 के खंड (क) के अन्वय में नीचे दी गई अनुसूची के स्तम्भ (1) में उल्लिखित व्यक्तियों को, महाराष्ट्र राज्य में रत्नागिरी जिले की तहसील गुहागर में कातालवाड़ी में स्थित द्रवीकृत प्राकृतिक गैस (द्र.प्रा.गै.) पुनर्गोसीकरण प्रसुविधाओं से ठाणे जिले की तालासारी तहसील में उपलत में स्थित टर्मिनल तक मैसर्स मेट्रोपोलिस गैस कंपनी प्राइवेट लिमिटेड की पाइपलाइन बिछाने के लिए उक्त अनुसूची के स्तम्भ (2) में वर्णित क्षेत्रों की बाबत, उक्त अधिनियम के अधीन, सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए प्राधिकृत करती है—

अनुसूची

व्यक्तियों का नाम और पता	अधिकारिता का क्षेत्र
1	2
श्री एल. डब्ल्यू चौधरी, मैसर्स मेट्रोपोलिस गैस कंपनी प्राइवेट लिमिटेड, 56, मेकर चैम्बर, नरीमन पाइंट, मुम्बई-400021 के साथ संविदा के आधार पर।	महाराष्ट्र राज्य
और/या	
श्री ए. बी. बरदकर मैसर्स मेट्रोपोलिस गैस कंपनी प्राइवेट लिमिटेड, 56 मेकर चैम्बर नरीमन पाइंट मुम्बई-400021 के साथ संविदा के आधार पर।	महाराष्ट्र राज्य
और/या	
श्री एस. एस. रिशबद, मै. मेट्रोपोलिस गैस कंपनी प्राइवेट लिमिटेड, 56 मेकर चैम्बर, नरीमन पाइंट मुम्बई-400021 के साथ संविदा के आधार पर।	महाराष्ट्र राज्य
और/या	
श्री एस. बी. वेसाई, मै. मेट्रोपोलिस गैस कंपनी प्राइवेट लिमिटेड, 56 मेकर चैम्बर, नरीमन पाइंट मुम्बई-400021 के साथ संविदा के आधार पर।	महाराष्ट्र राज्य

[सं. एल. 14014/8/98-जी. पी.]

आई. एस. एन. प्रसाद उप सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 22nd December, 1998

S.O. 69.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorise the persons mentioned in column (1) of the Schedule given below to perform the functions of the competent authority under the said Act for laying of the pipeline of M/S Metropolis Gas Company Private Limited, from Liquified Natural Gas (LNG) regasification facilities located at Kat-alwadi, Tehsil Guhagar in Ratnagiri district to the terminal located in Uplat, Tehsil Talasari in Thane District of State of Maharashtra, in respect of the area mentioned in column (2) of the said Schedule;

SCHEDULE

Name and Address of the persons	Area of Jurisdiction
(1)	(2)
Shri L.W. Chaudhary on contract basis with M/S Metropolis Gas Com- pany Private Limited, 56, Maker Chamber, Nariman Point, Mumbai 400021.	State of Maharashtra
and/or	
Shri A.V. Varadkar, on contract basis with M/S Metropolis Gas Company Private Limited, 56, Maker Chamber, Nariman Point Mumbai 400021.	do-
and/or	
Shri S.S. Rishbud, on contract basis with M/S Metropolis Gas Company Private Limited, 56, Maker Chamber, Nariman Point, Mumbai 400021.	State of Maharashtra
and/or	
Shri S.V. Desai on contract basis with M/S. Metropolis Gas Company Private Lim- ited, 56, Maker Chamber, Nariman Point, Mumbai 400021.	-do-

[No. L-14014/8/98-GP]

I. S. N. PRASAD, Dy. Secy.

नई दिल्ली, 31 दिसम्बर, 1998

का.आ. 70.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 की धारा 2 के खंड (क) के अनुसरण में और भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की भारत के राजपत्र, तारीख 5 जुलाई, 1997 में प्रकाशित अधिसूचना का.आ. 1670, तारीख 20 जून, 1997 को अधिकांत करते हुए, नीचे दी गई अनुसूची के स्तम्भ (1) में वर्णित व्यक्ति को, उक्त अनुसूची के स्तम्भ (3) में वर्णित

क्षेत्र की बाबत गैससे गैस अथॉरिटी आफ इंडिया लिमिटेड (गैल) द्वारा गैस पाइपलाइन बिछाने के लिए उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए प्राधिकृत करती है।

अनुसूची

व्यक्ति(यों) का नाम	पता	क्षेत्राधिकारिता का क्षेत्र
(1)	(2)	(3)
श्री राजेन्द्र सिंह केसरी, उप कलेक्टर और विशेष भूमि अर्जन अधिकारी (उत्तर प्रदेश)	गैससे गैस अथॉरिटी आफ इंडिया लिमिटेड, ए-9, सेक्टर-19, नोएडा गौतम बुद्ध नगर- 201 301 में 301 प्रति- नियुक्ति के आधार पर	उत्तर प्रदेश राज्य

[सं. एल-14014/12/98-जी. पी.]

आई. एस. एन. प्रसाद, उप सचिव

New Delhi, the 31st December, 1998

S.O. 70.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals, Pipelines (Acquisition of Right of User in Land) Act, 1962 and in supersession of the notification of Government of India, Ministry of Petroleum and Natural Gas, vide S.O. 1670 dated 20th June, 1997 published in the Gazette of India on 5th July 1997, the Central Government hereby authorise the person mentioned in column (1) of the Schedule given below to perform the functions of the Competent Authority under the said Act, for laying of the gas pipelines by M/S Gas Authority of India Ltd., (GAIL) in respect of the area mentioned in column (3) of the said schedule.

SCHEDULE

Name(s) of the Person(s)	Address	Area of Jurisdiction
(1)	(2)	(3)
Shri Rajendra Singh On Deputation Kesari, Dy, Collee- tor & Special Land Acquisition Officer (U.P.)	basis with M/S Gas Authority of India Ltd., A-9, Sector— 19, Noida Gautam Budh Nagar —201 301	Uttar Pra- desh.

[No. L-14014/14/98-GP]

I. S. N. Prasad Dy. Secy.

नई दिल्ली, 5 जनवरी, 1999

का. आ. 71— केंद्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) में पृष्ठ सं. 2855 -2863 में तारीख 1 अगस्त, 1998 को अधिसूचना को निम्नलिखित रीति से संशोधित करती है, अर्थात:-

उक्त अधिसूचना में -

- (i) पृष्ठ 2855 स्तंभ 2 में "सर्वे संख्याक 352/ए/सी" के स्थान पर, "सर्वे संख्याक 352/एसी" पढ़ें ;
- (ii) पृष्ठ 2855 स्तंभ 2 में "सर्वे संख्याक 352/ए/डी" के स्थान पर, "सर्वे संख्याक 352/एडी" पढ़ें ;
- (iii) पृष्ठ 2855 स्तंभ 2 में "सर्वे संख्याक 1084/5" के स्थान पर, "सर्वे संख्याक 1083/5" पढ़ें ;
- (iv) पृष्ठ 2855 स्तंभ 2 में "कार्ट ट्रेक" के स्थान पर, "सर्वे संख्याक 1083/1" पढ़ें ;
- (v) पृष्ठ 2857 स्तंभ 2 में "सर्वे संख्याक 288/3", स्तंभ 1 के सामने "वीराबोलापुरम"

निम्नलिखित अन्तःस्थापित करें :

- (vi) पृष्ठ 2858 स्तंभ 2 में "सर्वे संख्याक 281" स्तंभ 1 के सामने "पाचापालायाम"

निम्नलिखित अन्तःस्थापित करें

- (vii) पृष्ठ 2858 "सर्वे संख्याक 312/4", स्तंभ 1 के सामने "वीरानामपालायाम" निम्नलिखित अन्तः स्थापित करें
- (viii) पृष्ठ 2858 में "सर्वे संख्याक 516/4" स्तंभ 5 में "52" के स्थान पर "82" पढ़ें ;
- (ix) पृष्ठ 2859 में "सर्वे संख्याक 843/2", स्तंभ 4 में "0" के स्थान पर "1" पढ़ें ;
- (x) पृष्ठ 2859 में "सर्वे संख्याक 863/1", स्तंभ 2 में "863/1" के स्थान पर "873/1" पढ़ें ;
- (xi) पृष्ठ 2859 में "सर्वे संख्याक 872/11", स्तंभ 5 में "83" के स्थान पर "53" पढ़ें ;
- (xii) पृष्ठ 2860 में "सर्वे संख्याक 825/1", स्तंभ 5 में "72" के स्थान पर "22" पढ़ें ;
- (xiii) पृष्ठ 2860 में "सर्वे संख्याक 703/3", स्तंभ 5 में "45" के स्थान पर "09" पढ़ें ;
- (xiv) पृष्ठ 2860 में "सर्वे संख्याक 678/1", स्तंभ 2 में "678/1" के स्थान पर "677/1" पढ़ें ;
- (xv) पृष्ठ 2861 में "सर्वे संख्याक 614/2", स्तंभ 2 में "614/2" के स्थान पर "641/2" पढ़ें ;
- (xvi) पृष्ठ 2861 में "सर्वे संख्याक 113/12", स्तंभ 5 में "76" के स्थान पर "26" पढ़ें ;
- (xvii) पृष्ठ 2861 में "सर्वे संख्याक 115/15", स्तंभ 5 में "16" के स्थान पर "66" पढ़ें ;
- (xviii) पृष्ठ 2861 में "सर्वे संख्याक 135/4", स्तंभ 5 में "94" के स्थान पर "92" पढ़ें ;

New Delhi, 5th January, 1999

S.O. 71.—In exercise of the powers conferred by the sub section (i) of Section 3 of the Petroleum & Minerals Pipeline (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), the Central Government hereby amends the Notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 1513 dated 22nd July, 1998, published in the Gazette of India Part II, Section 3 sub section (ii) at pages 2864-2873 and published dated 1st August, 1998 in the following manner, namely :-

In the said notification -

- (i) At page 2865 for "352/A/C" read "352/A1C" ;
- (ii) At page 2865 for "352/A/D" read "352/A1D" ;
- (iii) At page 2865 for "1084/5" read "1083/5" ;
- (iv) At page 2865 for "CART TRACK" read "1083/1" ;
- (v) At page 2867 against S.NO. 288/3, in Col. 1 the following shall be inserted namely :- "VEERACHOLAPURAM" ;
- (vi) At page 2868 against S.NO. 281, in Col. 1 the following shall be inserted namely :- "PACHAPALAYAM" ;
- (vii) At page 2868 against S.NO. 312/4, in Col. 1 the following shall be inserted namely :- "VEERANAMPALAYAM" ;
- (viii) At page 2868 against S.NO. 516/4 in Col. 5, for "52" read "82" ;
- (ix) At page 2869 against S.NO. 843/2 in Col. 4, for "0" read "1" ;
- (x) At page 2869, for "S.NO. 863/1" read "S.NO. 873/1" ;
- (xi) At page 2869 against S.NO. 872/11 in Col. 5, for "83" read "53" ;
- (xii) At page 2870 against S.NO. 825/1 in Col. 5, for "72" read "22" ;
- (xiii) At page 2870 against S.NO. 703/3 in Col. 5, for "45" read "09" ;

- (xiv) At page 2870 for "S.NO. 678/1" read "S.NO. 677/1" ;
- (xv) At page 2871 for "S.NO. 614/2" read "S.NO. 641/2" ;
- (xvi) At page 2871 against S.NO.113/12 in Col. 5, for "76" read "26" ;
- (xvii) At page 2871 against S.NO.115/15 in Col. 5, for "16" read "66" ;
- (xviii) At page 2871 against S.NO.135/4 In Col. 5, for "94" read "92" .

[No. R.—31015/5/98-O.R.—II]
S. CHANDRASEKHAR, Under Secy.

नई दिल्ली, 6 जनवरी, 1999

का. आ. 72— केन्द्रीय सरकार ने, बेद्रीयलयम और खीनज
बाडबलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962
1962 का 501 जिते इतते इतके बश्यात उक्त अधिनियम कहा गया है की
धारा 3 की उधारा 11 के अधिन जारी की गई भारत सरकार के बेद्रीयलयम
और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 1758 तारीख
3 सितम्बर 1998 द्वारा बेद्रीयलयम के बरिवहन के लिए बाडबलाइन बिखाने के
प्रयोजनार्थ उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के
अधिकार के अर्जन के अपने आशय की घोषणा की थी;

उक्त राजपत्रित अधिसूचना की प्रतियाँ जनता को तारीख 2 नवम्बर
1998 से उपलब्ध करा दी गई थी;

उक्त अधिनियम की धारा 6 की उधारा 11 के अनुसरण में तक्षम
प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के बश्यात यह
समाधान हो गया है कि उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि
में उपयोग के अधिकार अर्जन किए जाने चाहिए;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उधारा 11
द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिसूचना से संलग्न अनुसूची में
विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है ;

यह और कि केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उधारा
11 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि
में उपयोग का अधिकार, केन्द्रीय सरकार में निहित होने की बजाए, सभी
विलक्षणों से रहित, बेद्रीयनेट बी. के. लिमिटेड में निहित होगा ।

अनुसूची

तहसील : गंधीधाम

जिला : कटक

राज्य : गुजरात

गाँव का नाम	तहसील संख्या	क्षेत्रफल		
		हेक्टर	अर	सेंटीअर
1	2	3	4	5
किठाना	25/2	00	07	10
	22/2	00	34	40
	21	00	07	20
	155/9	00	23	40
भारामर	209/1	00	13	80
	210	00	15	80
	211/2	00	14	80
	212	00	28	20
	216	00	14	00
	214	00	40	50
	180/1	00	23	20
	175/2	00	09	30
	163	00	15	50
	162/1	00	18	50
	161	00	25	30
	159	00	61	30
	156/1	00	14	00
	156/2	00	01	60
	105	00	36	40
	106	00	03	30
	90/2	00	21	40
	90/1	00	13	00
	89/2	00	20	40
	88/1	00	04	60
	86/2	00	15	50
	86/1	00	04	40
	85/1	00	00	20
	85/2	00	09	70
	84/1	00	10	60
	83	00	20	60
	67	00	29	20
	68	00	26	70
	157/1	00	01	60
	89/1	00	04	90

तहसील : अजगर

1	2	3	4	5
बिरा	377	00	00	80
	378	00	26	10
	379	00	32	80
	380	00	23	20
	373	00	00	30
	368	00	15	40
	367/1	00	19	20
	367/2	00	23	10
	360	00	28	90
	430/1	00	01	00
	431/1	00	08	10
	431/2	00	11	30
	434	00	34	80
	435	00	12	70
	438/2	00	11	80
	437	00	10	40
	441/1	00	10	60
	441/2	00	25	90
	442	00	15	00
	446	00	00	50
नगा बलाडिया	367	00	12	70
	302/1	00	08	20
	303	00	27	50
	305	00	17	60
	304/1	00	07	10
	319/2	00	10	00
	318/2	00	17	30
	318/1	00	23	40
	317	00	15	10
	316	00	17	20
	314	00	11	70
	310/2	00	12	60
	311/1	00	17	70
	126/1	00	16	80
	125/1	00	12	50
	127	00	25	30
	128	00	15	20
	123	00	02	50
	161/2	00	05	40
	121	00	26	10
	162/1	00	27	60
	207	00	20	50

1	2	3	4	5
	206	00	13	80
	204/1	00	16	70
	203	00	26	00
	175	00	26	70
	176/1	00	35	80
	176/2	00	10	40
	195/1	00	01	20
	195/2	00	17	70
	177	00	25	00
	179/2	00	14	20
	190	00	30	00
	188	00	38	30
	184/1	00	00	40
	184/2	00	16	70
	187	00	13	70
	185	00	24	20
	89/1	00	00	80
	88/2	00	10	00
	88/1	00	05	20
	189	00	00	20
	162/2	00	11	10
संयुक्त	416/2	00	06	50
	416/1	00	31	00
	415	00	07	30
	417/3	00	00	20
	421/1	00	15	40
	421/2	00	16	40
	422	00	14	10
	423/2	00	07	00
	425	00	13	10
	426/3	00	06	80
	426/4	00	14	50
	428/2	00	11	10
	434/1	00	15	20
	447/1	00	00	80
	447/2	00	10	10
	446/3	00	28	10
	456/1	00	11	20
	468	00	46	00
	469	00	33	00
	470	00	12	00
	482	00	01	70
	485	00	18	80

1	2	3	4	5
	486/2	00	15	70
	503/1	00	02	70
	503/2	00	07	60
	504/1	00	20	00
	500	00	22	60
	504/2	00	18	30
	499/1	00	11	00
	498	00	17	30
	497/3	00	12	50
	497/2	00	07	30
	497/1	00	06	90
	408/2	00	02	10
	502/1	00	06	80
	502/2	00	06	50
	502/3	00	06	20
	501/1	00	00	50
माध्यक	206/8	00	07	60
	200/1	00	09	20
	200/2	00	11	20
	200/5	00	01	70
	200/6	00	13	90
	200/7	00	02	10
	201/2	00	03	60
	201/3	00	09	60
	201/4	00	02	10
	201/5	00	11	30
	201/6	00	10	30
	202	00	00	40
	195/1	00	23	40
	194	00	16	40
	193/3	00	00	50
	171/2	00	06	70
	172/1	00	09	80
	172/2	00	08	30
	172/3	00	05	20
	175/1	00	12	10
	175/2	00	09	00
	176/3	00	05	50
	176/2	00	06	80
	176/1	00	09	50
	179	00	20	50
	180	00	19	30
	181	00	24	00

1	2	3	4	5
	182	00	02	40
	148/1	00	11	60
	177	00	00	30
	175/3	00	04	00
तुना	226/1	00	26	10
	182	00	19	20
	183/1	00	14	50
	183/2	00	11	10
	184	00	06	00
	188	00	07	00
	189	00	10	70
	190	00	06	20
	191/1	00	03	60
	191/2	00	05	70
	192/1	00	04	50
	192/2	00	05	30
	193/2	00	05	70
	193/1	00	08	60
	195	00	16	20
	126/2	00	03	10
	147/2	00	16	40
	129/2	00	17	60
	131/2	00	14	30
	132/1	00	13	10
	142	00	15	70
	133	00	20	60
	141	00	31	30
	140	00	05	00
राजवर	153	00	25	70
	151	00	08	30
तटेलील : मुन्दा				
भटेश्वर	612/1	00	29	70
	613/2	00	07	40
	614	00	31	40
	618	00	37	70
	622/1	00	24	00
	622/2	00	16	20
	665	00	03	80
	664	00	47	20
	661	00	24	30
	660	00	21	40

1	2	3	4	5
	649/2	00	02	80
	659/2	00	12	20
	649/3	00	02	80
	649/4	00	03	70
	649/5	00	12	00
	648/1	00	23	30
	644/1	00	23	00
	643/1	00	22	50
	642/1	00	22	80
	642/2	00	15	50
	639/1	00	04	80
	639/2	00	17	00
	639/3	00	09	10
	548/3	00	05	50
	549/4	00	10	80
	549/5	00	06	90
	548/1	00	33	60
	547/1	00	01	50
	546/1	00	24	70
	540/3	00	00	30
	542/1	00	23	60
	542/2	00	02	80
	515/2	00	08	20
	517	00	18	70
	526/1	00	25	80
	526/3	00	02	90
	533/1	00	00	70
	532	00	17	80
	530/1	00	10	70
	530/2	00	07	40
	649/6	00	05	10
	515/1	00	09	20
	460/1	00	02	70
	460/2	00	14	00
	463	00	20	00
	456/2	00	00	50
	455/1	00	21	60
	453/1	00	12	10
	453/2	00	08	00
	452/1	00	03	50
	452/2	00	06	60
	451/1	00	04	50
	451/2	00	07	80

1	2	3	4	5
	448/1	00	00	10
	448/2	00	00	70
	448/3	00	00	90
	448/4	00	01	20
	449/3	00	17	70
	449/2	00	35	10
	446/1	00	02	60
	446/2	00	01	60
	441	00	33	50
	445/1	00	01	10
	392/1	00	02	40
	443	00	12	40
	382/1	00	18	70
	382/2	00	02	50
	423/2	00	10	30
	423/1	00	20	80
	422/1	00	18	80
	421/2	00	01	30
	421/3	00	08	60
	391/1	00	13	20
	390/1	00	03	10
	390/2	00	05	80
	391/2	00	06	10
	395/1	00	02	00
	397/1	00	18	40
	397/2	00	31	80
	393/1	00	19	50
	393/2	00	18	00
	394	00	40	40
ਫਟਲੀ	234	00	18	70
	233	00	28	70
	231/1	00	16	30
	231/2	00	15	50
	228/4	00	00	80
	216/2	00	12	00
	216/1	00	15	00
	227/1	00	05	90
	217/1	00	11	90
	219/1	00	15	70
	220/2	00	33	40
	206	00	40	70
	205	00	29	20
	190	00	05	80
	189	00	40	10
	182	00	33	30
	183	00	14	10
	171	00	25	70
	172	00	02	00
	170	00	03	20
	169/1	00	15	80
	169/3	00	14	70
	168	00	43	60

1	2	3	4	5
कु कडसर	41	00	00	70
	43	00	49	00
	44	00	31	30
	45/2	00	10	20
	45/1	00	11	60

[सं.-आर-31015/7/98—ओ. आर.-I]

एस. चन्द्रशेखर, अवर सचिव

New Delhi, 6th January, 1999

S.O. 72.—: Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 1758 dated 3rd day of September 1998 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act.), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas, the copies of the said Gazette notification were made available to the public on 2nd day of November 1998;

And whereas the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, free from all encumbrances, in the Petronet V.K.Limited.

SCHEDULE

Tehsil : Gandhidham

District : Kachchh

State : Gujarat

Name of village	Survey No.	Area		
		Hectare	Are	Centiare
1	2	3	4	5
KIDANA	25/2	00	07	10
	22/2	00	34	40
	21	00	07	20
	155/9	00	23	40
BHARAPAR	209/1	00	13	80
	210	00	15	80
	211/2	00	14	80
	212	00	28	20
	216	00	14	00
	214	00	40	50
	180/1	00	23	20
	175/2	00	09	30
	163	00	15	50
	162/1	00	18	50
	161	00	25	30
	159	00	61	30
	156/1	00	14	00
	156/2	00	01	60
	105	00	36	40
	106	00	03	30
	90/2	00	21	40
	90/1	00	13	00
	89/2	00	20	40
	88/1	00	04	60
	86/2	00	15	50
	86/1	00	04	40
	85/1	00	00	20
	85/2	00	09	70
	84/1	00	10	60
	83	00	20	60
	67	00	29	20
	68	00	26	70
	157/1	00	01	60
	89/1	00	04	90

Tehsil : Anjar				
1	2	3	4	5
VIRA	377	00	00	80
	378	00	26	10
	379	00	32	80
	380	00	23	20
	373	00	00	30
	368	00	15	40
	367/1	00	19	20
	367/2	00	23	10
	360	00	28	90
	430/1	00	01	00
	431/1	00	08	10
	431/2	00	11	30
	434	00	34	80
	435	00	12	70
	438/2	00	11	80
	437	00	10	40
	441/1	00	10	60
	441/2	00	25	90
	442	00	15	00
	446	00	00	50
NAGAVLADIA	367	00	12	70
	302/1	00	08	20
	303	00	27	50
	305	00	17	60
	304/1	00	07	10
	319/2	00	10	00
	318/2	00	17	30
	318/1	00	23	40
	317	00	15	10
	316	00	17	20
	314	00	11	70
	310/2	00	12	60
	311/1	00	17	70
	126/1	00	16	80
	125/1	00	12	50
	127	00	25	30
	128	00	15	20
	123	00	02	50
	161/2	00	05	40
	121	00	26	10
	162/1	00	27	60
	207	00	20	50

1	2	3	4	5
	206	00	13	80
	204/1	00	16	70
	203	00	26	00
	175	00	26	70
	176/1	00	35	80
	176/2	00	10	40
	195/1	00	01	20
	195/2	00	17	70
	177	00	25	00
	179/2	00	14	20
	190	00	30	00
	188	00	38	30
	184/1	00	00	40
	184/2	00	16	70
	187	00	13	70
	185	00	24	20
	89/1	00	00	80
	88/2	00	10	00
	88/1	00	05	20
	189	00	00	20
	162/2	00	11	10
SANGHAD	416/2	00	06	50
	416/1	00	31	00
	415	00	07	30
	417/3	00	00	20
	421/1	00	15	40
	421/2	00	16	40
	422	00	14	10
	423/2	00	07	00
	425	00	13	10
	426/3	00	06	80
	426/4	00	14	50
	428/2	00	11	10
	434/1	00	15	20
	447/1	00	00	80
	447/2	00	10	10
	446/3	00	28	10
	456/1	00	11	20
	468	00	46	00
	469	00	33	00
	470	00	12	00
	482	00	01	70
	485	00	18	80

1	2	3	4	5
	486/2	00	15	70
	503/1	00	02	70
	503/2	00	07	60
	504/1	00	20	00
	500	00	22	60
	504/2	00	18	30
	499/1	00	11	00
	498	00	17	30
	497/3	00	12	50
	497/2	00	07	30
	497/1	00	06	90
	408/2	00	02	10
	502/1	00	06	80
	502/2	00	06	50
	502/3	00	06	20
	501/1	00	00	50
MATHAK	206/8	00	07	60
	200/1	00	09	20
	200/2	00	11	20
	200/5	00	01	70
	200/6	00	13	90
	200/7	00	02	10
	201/2	00	03	60
	201/3	00	09	60
	201/4	00	02	10
	201/5	00	11	30
	201/6	00	10	30
	202	00	00	40
	195/1	00	23	40
	194	00	16	40
	193/3	00	00	50
	171/2	00	06	70
	172/1	00	09	80
	172/2	00	08	30
	172/3	00	05	20
	175/1	00	12	10
	175/2	00	09	00
	176/3	00	05	50
	176/2	00	06	80
	176/1	00	09	50
	179	00	20	50
	180	00	19	30
	181	00	24	00

1	2	3	4	5
	182	00	02	40
	148/1	00	11	60
	177	00	00	30
	175/3	00	04	00
TUNA	226/1	00	26	10
	182	00	19	20
	183/1	00	14	50
	183/2	00	11	10
	184	00	06	00
	188	00	07	00
	189	00	10	70
	190	00	06	20
	191/1	00	03	60
	191/2	00	05	70
	192/1	00	04	50
	192/2	00	05	30
	193/2	00	05	70
	193/1	00	08	60
	195	00	16	20
	126/2	00	03	10
	147/2	00	16	40
	129/2	00	17	60
	131/2	00	14	30
	132/1	00	13	10
	142	00	15	70
	133	00	20	60
	141	00	31	30
	140	00	05	00
RAMPAR	153	00	25	70
	151	00	08	30
Tehsil : Mundra				
BHADRESHWAR	612/1	00	29	70
	613/2	00	07	40
	614	00	31	40
	618	00	37	70
	622/1	00	24	00
	622/2	00	16	20
	665	00	03	80
	664	00	47	20
	661	00	24	30
	660	00	21	40

1	2	3	4	5
	649/2	00	02	80
	659/2	00	12	20
	649/3	00	02	80
	649/4	00	03	70
	649/5	00	12	00
	648/1	00	23	30
	644/1	00	23	00
	643/1	00	22	50
	642/1	00	22	80
	642/2	00	15	50
	639/1	00	04	80
	639/2	00	17	00
	639/3	00	09	10
	549/3	00	05	50
	549/4	00	10	80
	549/5	00	06	90
	548/1	00	33	60
	547/1	00	01	50
	546/1	00	24	70
	540/3	00	00	30
	542/1	00	23	60
	542/2	00	02	80
	515/2	00	08	20
	517	00	18	70
	526/1	00	25	80
	526/3	00	02	90
	533/1	00	00	70
	532	00	17	80
	530/1	00	10	70
	530/2	00	07	40
	649/6	00	05	10
	515/1	00	09	20
	460/1	00	02	70
	460/2	00	14	00
	463	00	20	00
	456/2	00	00	50
	455/1	00	21	60
	453/1	00	12	10
	453/2	00	08	00
	452/1	00	03	50
	452/2	00	06	80
	451/1	00	04	50
	451/2	00	07	80
	448/1	00	00	10
	448/2	00	00	70
	448/3	00	00	90
	448/4	00	01	20
	449/3	00	17	70
	449/2	00	35	10
	446/1	00	02	60
	446/2	00	01	60
	441	00	33	50
	445/1	00	01	10
	392/1	00	02	40

1	2	3	4	5
	443	00	12	40
	382/1	00	18	70
	382/2	00	02	50
	423/2	00	10	30
	423/1	00	20	80
	422/1	00	18	80
	421/2	00	01	30
	421/3	00	08	60
	391/1	00	13	20
	390/1	00	03	10
	390/2	00	05	80
	391/2	00	06	10
	395/1	00	02	00
	397/1	00	18	40
	397/2	00	31	80
	393/1	00	19	50
	393/2	00	18	00
	394	00	40	40
HATDI	234	00	18	70
	233	00	28	70
	231/1	00	16	30
	231/2	00	15	50
	228/4	00	00	80
	216/2	00	12	00
	216/1	00	15	00
	227/1	00	05	90
	217/1	00	11	80
	219/1	00	15	70
	220/2	00	33	40
	206	00	40	70
	205	00	29	20
	190	00	05	80
	189	00	40	10
	182	00	33	30
	183	00	14	10
	171	00	25	70
	172	00	02	00
	170	00	03	20
	169/1	00	15	80
	169/3	00	14	70
	168	00	43	60
KUKADSAR	41	00	00	70
	43	00	49	00
	44	00	31	30
	45/2	00	10	20
	45/1	00	11	60

नई दिल्ली, 6 जनवरी, 1999

का. आ.—73

केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में वाडिनार से कांडला तक पेट्रोलियम उत्पादों के परिवहन के लिए पेट्रोनेट बी.के. लिमिटेड की ओर से वाडिनार-कांडला पाइपलाइन परियोजना के कार्यान्वयन हेतु डीडियन ऑयल कोर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और ऐसा प्रतीत होता है कि ऐसी पाइपलाइनें बिछाने के प्रयोजन के लिए इस अधिनियम से उपाबद्ध अनुसूची में वर्णित भूमि के उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 [1962 का 50] की धारा 3 की उपधारा 1 द्वारा उक्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

उक्त अनुसूची में वर्णित भूमि में निम्नलिखित कोर्ड प्लॉट, भारत के राजपत्र में यथा प्रकाशित इस अधिनियम की शक्तियां साधारण जनता को उपलब्ध करा दिए जाने की तारीख से इसकीस दिन के भीतर उनमें उपयोग के अधिकार का अर्जन या भूमि में पाइपलाइन बिछाने में आर्जित लिखित रूप में श्री जे. के. गदवी, तक्षम प्राधिकारी, डीडियन ऑयल कोर्पोरेशन लिमिटेड, वाडिनार कांडला पाइपलाइन परियोजना, "शिव कृपा" बंका तोसायटी [डेन्टल हास्पिटल के पास] जामनगर-361 008 [गुजरात] को कर लेना।

अनुसूची

इतीत : मुन्दा

जिला : कच्छ

राज्य : गुजरात

गांव का नाम	तर्षे संख्या	क्षेत्रफल		
		हेक्टर	अर	सेन्टीअर
1	2	3	4	5
भद्रेश्वर	518	00	08	70
	530/3	00	09	30
	530/2	00	04	10
	530/1	00	07	80
	529/1	00	05	50
	529/2	00	04	20
	459/3	00	12	00
	459/2	00	07	20
	391/1	00	06	50

New Delhi, 6th January, 1999

S.O. 73.— Whereas, it appears to the Central Government that it is necessary, in the public interest that for the transportation of petroleum products from Vadinar to Kandla in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited, for implementing the Vadinar-Kandla Pipeline Project on behalf of Petronet V.K.Limited;

And whereas it appears that for the purpose of laying such pipelines it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of right of user in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may within *twenty one* days from the date on which the copies of this notification, as published in the Gazette of India, are made available to general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri J.K.Gadhvi, Competent Authority, Indian Oil Corporation Limited, Vadinar-Kandla Pipeline, Shiv Krupa, Pankaj Society, (Near Dental Hospital) . Jamnagar -361008 (Gujarat).

SCHEDULE

Tehsil : Mundra

District : Kachchh

State : Gujarat

Name of village	Survey No.	Area		
		Hectare	Are	Centiare
1	2	3	4	5
Bhadreshwar	518	00	08	70
	530/3	00	09	30
	530/2	00	04	10
	530/1	00	07	80
	529/1	00	05	50
	529/2	00	04	20
	459/3	00	12	00
	459/2	00	07	20
	391/1	00	06	50

[No. R.—31015/13/98-O.R.—I]
S. CHANDRASEKHAR, Under Secy.

खाद्य और उपभोक्ता मामले मंत्रालय

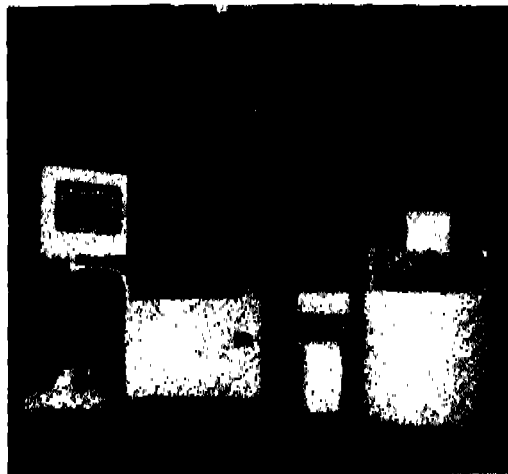
(उपभोक्ता मामले विभाग)

नई दिल्ली, 24 दिसम्बर, 1998

का. आ. 74 .— केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखिए) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा :

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यथार्थता (मध्यम यथार्थता) वर्ग 3 की सिरिज "सुरभी" टाइप के और "सुरभी" ब्रांड नाम वाले स्वतः सूचक गैर-स्वचालित इलेक्ट्रॉनिक टेबल टॉप दुग्ध तोलन मशीन के मॉडल का (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) जिसका विनिर्माण मैसर्स आप्टेल इनफोटेक प्रा. लि., लोपा मिद्रा, अपोजिट यूनिवर्सिटी गेस्ट हाऊस, वल्लभ विद्यानगर-388120 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी./09/97/64 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र प्रकाशित करती है।

मॉडल (आकृति देखिए) एक मध्यम यथार्थता (यथार्थता वर्ग 3) का तोलन उपकरण है जिसकी अधिकतम क्षमता 20 किलोग्राम और न्यूनतम क्षमता 100 ग्राम है। सत्पापन मापमान अंतर (ई) 5 ग्राम है। इसमें एक टेयर युक्त है जिसका व्यकलनात्मक प्रतिधारण टेयर प्रभाव 100 प्रतिशत है। भारग्राही वर्गाकार सैक्शन का है जिसका पार्श्व 400 मि. मी. है। 35 से.मी. मानीटर संप्रदर्श तोल परिणाम उपदर्शित करता है। यह उपकरण 230 वोल्ट और 50 हर्टज आवृत्ति के प्रत्यावर्ती धारा विद्युत प्रदाय पर प्रचालित होता है।



आगे, केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल का विनिर्माण किया गया है विनिर्मित 20 कि.ग्रा./10 ग्रा., 30 कि.ग्रा./10 ग्रा., 40 कि.ग्रा./10 ग्रा. और 50 कि.ग्रा./10 ग्रा. की अधिकतम क्षमता वाले समरूप सेक, यथार्थता और उसी सिरिज के कार्यकरण वाले तोलन उपकरण भी है।

[फा. सं. डब्ल्यू. एम.-21 (19)/96]

पी. ए. कृष्णामूर्ति, निदेशक, विधि मापिकी

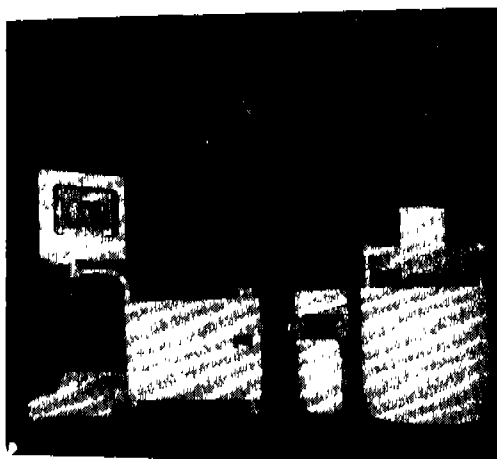
MINISTRY OF FOOD AND CONSUMER AFFAIRS**(Department of Consumer Affairs)**

New Delhi, the 24th December, 1998

S. O. 74.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weight and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating non-automatic electronic table top milk weighing machine of type “SURABHI” series of class III accuracy (Medium accuracy) and with brand name “SURABHI” (hereinafter referred to as the Model) manufactured by M/s Optel Infotech Pvt. Ltd., Lopa Midra, Opp. University Guest House, Vallab Vidyanagar-388 120, and which is assigned the approval mark IND/09/97/64;

The Model (see figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 20 kg and minimum capacity of 1000 g. The verification scale interval (e) is 5 g. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of square section of side 400 millimetre. The 35 centimetre monitor display indicates the weighing result. The instrument operates on 230 volts and frequency 50 Hertz, alternate current power supply.



Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 20 kg/10 g, 30 kg/10 g, 40 kg/10 g, 50 kg/10 g, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. WM 21 (19)/96]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 24 दिसम्बर, 1998

का. आ. 75.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखिए) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा :

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यथार्थता (मध्यम यथार्थता) वर्ग 3 की सिरिज "सुरभी" टाइप के और "सुरभी" ब्रांड नाम वाले स्वतः सूचक गैर-स्वचालित इलेक्ट्रॉनिक टेबल प्लेटफार्म दुग्ध तोलन मशीन के मॉडल का (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) जिसका विनिर्माण मैसर्स आप्टेल इनफोटेक प्रा. लि., लोपा मिद्रा, अपोजिट यूनिवर्सिटी रोस्ट हऊस, वल्लभ विद्यानगर-388120 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी./09/97/65 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र प्रकाशित करती है।

मॉडल (आकृति देखिए) एक मध्यम यथार्थता (यथार्थता वर्ग 3) का तोलन उपकरण है जिसकी अधिकतम क्षमता 400 किलोग्राम और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्पापन मापमान अंतर (ई) 100 ग्राम है। इसमें एक टेयर युक्त है जिसका व्यकलनात्मक प्रतिधारण टेयर प्रभाव 100 प्रतिशत है। भारग्राही वर्गाकार सैक्शन का है जिसका पार्श्व 400 मि. मी. है। 35 से.मी. मानीटर संप्रदर्श तोल परिणाम उपदर्शित करता है। यह उपकरण 230 वोल्ट और 50 हर्टज आवृत्ति के प्रत्यावर्ती धारा विद्युत प्रदाय पर प्रचालित होता है।



आगे, केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल का विनिर्माण किया गया है विनिर्मित 100 कि.ग्रा./20 ग्रा., 200 कि.ग्रा./50 ग्रा., और 300 कि.ग्रा./100 ग्रा. की अधिकतम क्षमता वाले समरूप मेक, यथार्थता और उसी सिरिज के कार्यकरण वाले तोलन उपकरण भी हैं।

[फा. सं. डब्ल्यू.एम.-21 (19)/96]

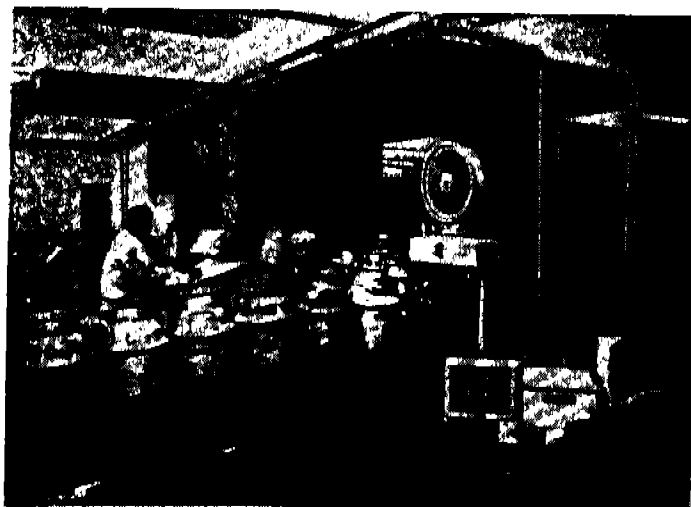
पी. ए. कृष्णामूर्ति, निदेशक, विधि मापिकी

New Delhi, the 24th December, 1998

S. O. 75.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating non-automatic electronic platform milk weighing machine of type "SURABHI" series of class III accuracy (Medium accuracy) and with brand name "SURABHI" (hereinafter referred to as the Model) manufactured by M/s Optel Infotech Pvt. Ltd., Lopa Midra, Opp. University Guest House, Vallab Vidyanagar-388 120, and which is assigned the approval mark IND/09/97/65;

The Model (see figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 400 kg and minimum capacity of 2 Kg. The verification scale interval (e) is 100 g. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of square section of side 400 millimetre. The 35 centimetre monitor display indicates the weighing result. The instrument operates on 230 volts and frequency 50 Hertz, alternate current power supply.



Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 100 kg/20 g, 200 kg/50 g, and 300 kg/100 g, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. WM 21 (19)/96]

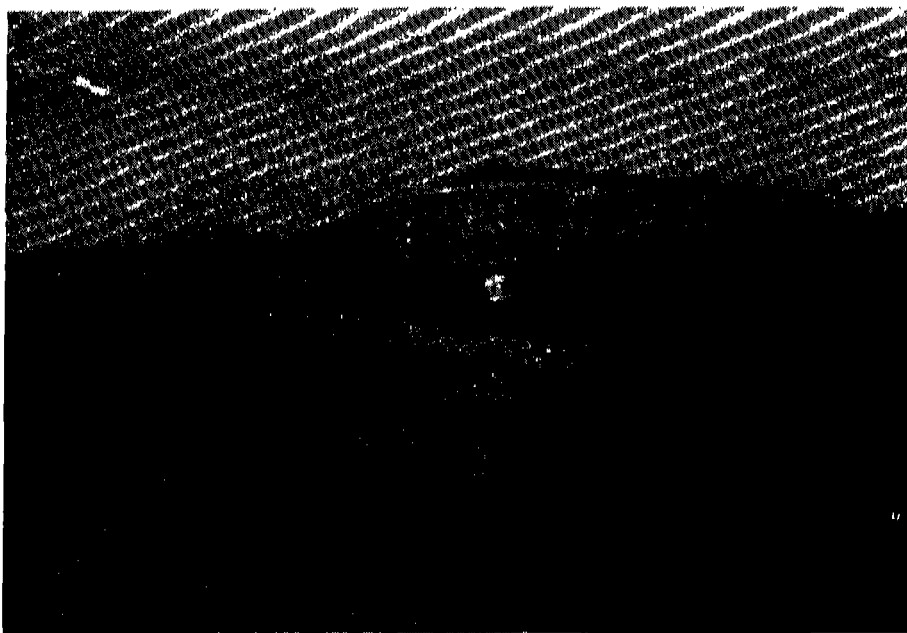
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 24 दिसम्बर, 1998

का. आ. 76.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और परिवर्तित दशाओं में उपयुक्त सेवा देता रहेगा :

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वर्ग 1—विशेष यथार्थता (1—विशेष यथार्थता) वाली "सीजे" श्रृंखला की स्वतः सूचक अस्वचालित, इलेक्ट्रॉनिक मेज तोलन मशीन के मॉडल जिसका का ब्रांड नाम "सीजे" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स एफकोसेट बेलेन्स, दि बाम्बे बर्माह ट्रेडिंग कारोर्पोरेशन लि., 9 बेलेस स्ट्रीट, फोर्ट, मुंबई-400001 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी. 09/98/54 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र प्रकाशित करती है।

यह मॉडल (आकृति देखें) विशेष यथार्थता (यथार्थता वर्ग 1) तोलन उपकरण है जिसकी अधिकतम क्षमता 2100 किलोग्राम और न्यूनतम क्षमता 1 ग्राम है। सत्यापन मापमान अन्तराल (ई) 20 मि. ग्राम है। इसमें एक आधेय तुलन युक्ति है जिसका शतप्रतिशत व्यवकलनात्मक धारित आधेय तुलन प्रभाव है। भारग्राही वर्तिका है जिसका व्यास 150 मि. मी. है। प्रकाश उत्सर्जन डायोड प्रदर्शन तुलन परिणाम उपदर्शित करता है। यह 230 वोल्ट और 50 हर्टज आवृत्ति के प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



इसके अतिरिक्त केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषित करती है कि उक्त मॉडल के इस अनुमोदन के प्रमाण पत्र के अंतर्गत, इसी विनिर्माता के द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से बनाए गए जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, उसी श्रृंखला के ऐसे तोलन उपकरण भी आते हैं, जिनके सत्यापन मापमान अंतराल (एन) की संख्या 50,000 (एन 50,000) से अधिक या समतुल्य है और जिसका ई मान 1, 2, 5 श्रृंखला का है।

[फा. सं. डब्ल्यू.एम. 21 (44)/96]

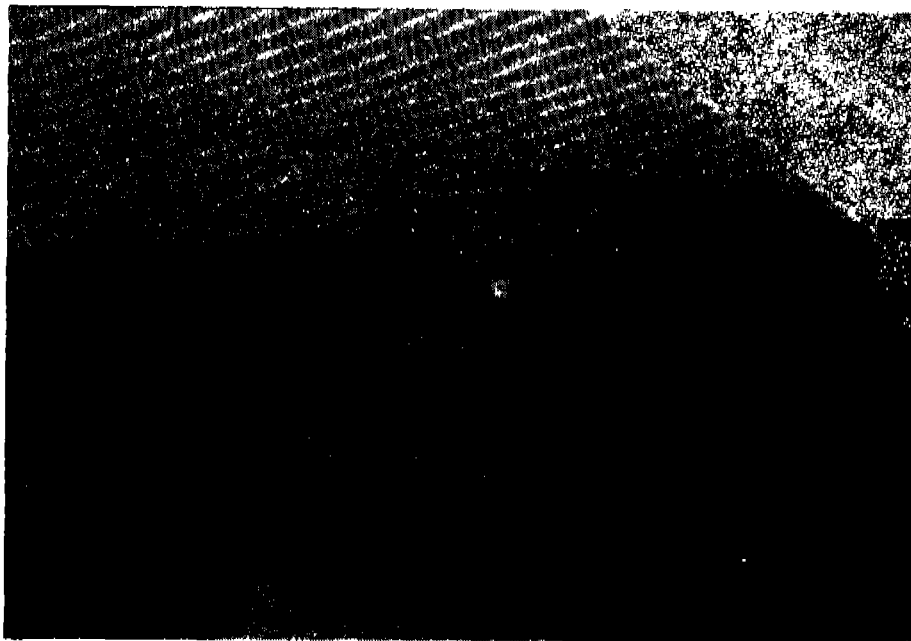
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 24th December, 1998

S. O. 76.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions :

Now, therefore, in exercise of the powers conferred by sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating non-automatic electronic table top weighing machine of type "CJ" series of class I special accuracy (special accuracy) and with brand name "CJ" (hereinafter referred to as the Model) manufactured by M/s Afcoset Balances, the Bombay Burmah Trading Corporation Ltd., 9 Wallace Street, Fort, Mumbai-400001 and which is assigned the approval mark IND/09/98/54;

The Model (see figure) is a special accuracy (accuracy class I) weighing instrument with a maximum capacity of 2100 g. and minimum capacity of 1 g. The verification scale interval (e) is 10 mg. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of circular section of side diameter 150 millimetre. The LED display indicates the weighing result. The instrument operates on 230 volts and 50 Hertz, alternate current power supply;



Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of same series with maximum number of verification scale interval (n) more than or equal to 50,000 ($e \geq 50,000$) and with 'e' value to 1, 2, 5 series manufactured by the same manufacturer with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. WM 21 (44)/96]

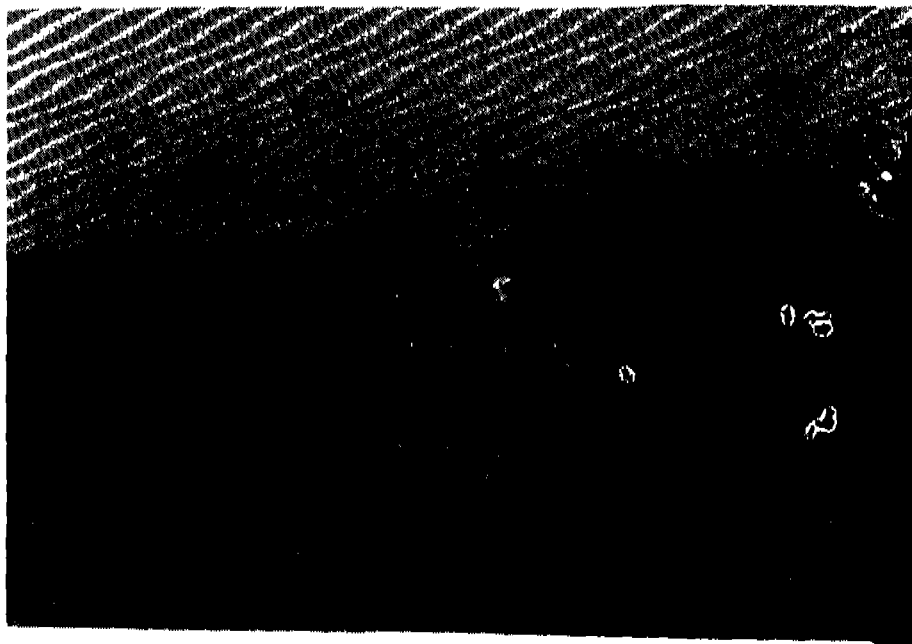
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 24 दिसम्बर, 1998

का. आ. 77.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखिए) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि अविरत उपयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और परिवर्तित दशाओं में उपयुक्त सेवा देता रहेगा :

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए वर्ग 1—विशेष यथार्थता (1—विशेष यथार्थता) वाली "एफ एक्स" श्रृंखला की स्वतः सूचक अस्वचालित इलेक्ट्रॉनिक मेज तल तोलन मशीन के मॉडल का जिसका ब्रांड नाम "एफ एक्स" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स एफकोसेट बेलेन्सस, दि बाम्बे बर्माह ट्रेडिंग कारपोरेशन लि., 9 बेलेस स्ट्रीट, फोर्ट, मुंबई-400001 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी./09/98/55 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र प्रकाशित करती है।

यह मॉडल (आकृति देखें) विशेष यथार्थता (यथार्थता वर्ग 1) तोलन उपकरण है जिसकी अधिकतम क्षमता 1250 ग्राम और न्यूनतम क्षमता 1 ग्राम है। स्थापन मापमान अन्तराल 10 मि. ग्राम है। इसमें एक आधेय तुलन युक्ति है जिसका शतप्रतिशत व्यवकलनात्मक धारित आधेय प्रभाव है। भारग्राही वृत्ताकार है जिसका व्यास 150 मि. मी. है। प्रकाश उत्सर्जन डायोड प्रदर्शन तुलन परिणाम उपदर्शित करता है। यंत्र 230 वोल्ट और 50 हर्टज आवृत्ति पर प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



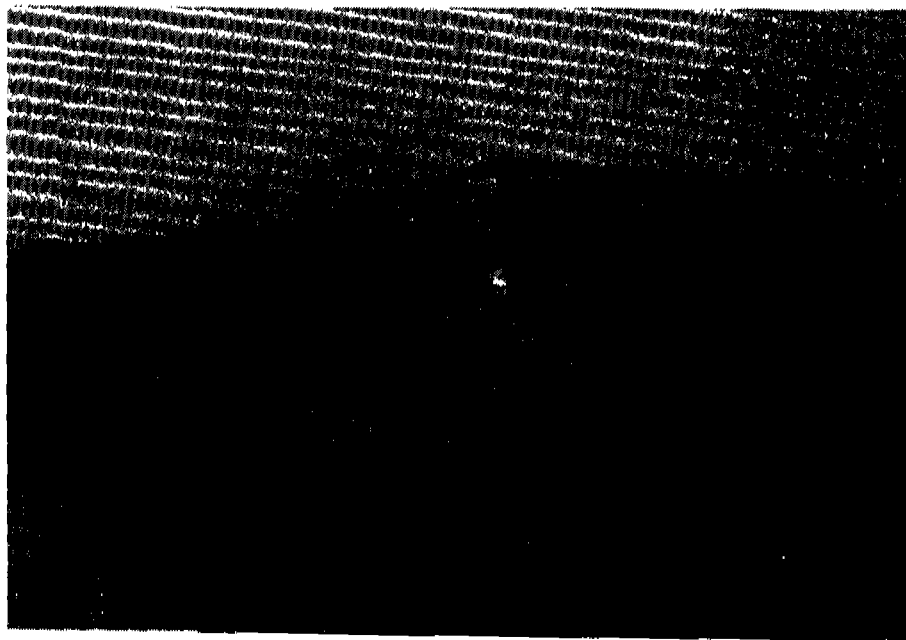
इसके अतिरिक्त केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषित करती है कि उक्त मॉडल के इस अनुमोदन के प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से बनाए गए जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, उसी श्रृंखला के ऐसे तोलन उपकरण भी आते हैं, जिनके स्थापन मापमान अंतराल (एन) की संख्या 50,000 (एन > 50,000) से अधिक या समतुल्य है और जिसका 'ई' मान 1, 2, 5 श्रृंखला का है।

New Delhi, the 24th December, 1998

S. O. 77.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions :

Now, therefore, in exercise of the powers conferred by sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating non-automatic electronic table top weighing machine of type "FX" series of class I special accuracy (special accuracy) and with brand name "FX" (hereinafter referred to as the Model) manufactured by M/s Afcoset Balances, the Bombay Burmah Trading Corporation Ltd., 9 Wallace Street, Fort, Mumbai-400001 and which is assigned the approval mark IND/09/98/55;

The Model (see figure) is a special accuracy (accuracy class I) weighing instrument with a maximum capacity of 1250 g. and minimum capacity of 1 g. The verification scale interval (e) is 10 mg. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of circular section of side diameter 150 millimetre. The LED display indicates the weighing result. The instrument operates on 230 volts and 50 Hertz, alternate current power supply;



Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of same series with maximum number of verification scale interval (n) more than or equal to 50,000 ($e \geq 50,000$) and with 'e' value to 1, 2, 5 series manufactured by the same manufacturer with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F No. WM 21 (44)/96]

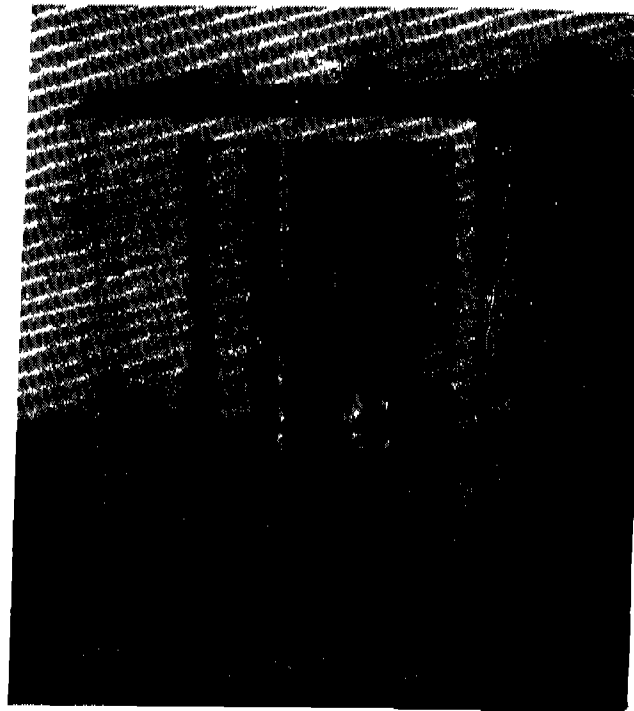
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 24 दिसम्बर, 1998

का. आ. 78.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और संभावना यह है कि अविरत उपयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और परिवर्तित दशाओं में उपयुक्त सेवा देता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए वर्ग II उच्च यथार्थता (II-उच्च यथार्थता) वाली "एफ एक्स" श्रृंखला की स्वतः सूचक अस्वचालित इलेक्ट्रॉनिक मेज तल तोलन मशीन के मॉडल का जिसका ब्रांड नाम "एफ एक्स ड्यूअल रेंज" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स एफकोसेट बेलेन्स, दि बाम्बे बर्माह ट्रेडिंग कार्पोरेशन लि., 9 बैलेस स्ट्रीट, फोर्ट, मुंबई-400001 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी. 09/98/56 समनुदेशित किया है, अनुमोदन प्रमाण-पत्र प्रकाशित करती है।

यह मॉडल (आकृति देखें) II-उच्च यथार्थता (यथार्थता वर्ग II-उच्च) ड्यूअल रेंज का तोलन उपकरण है जिसकी अधिकतम क्षमता 3100 ग्राम- 600 ग्राम और न्यूनतम क्षमता 2 ग्राम है। सत्यापन मापमान अन्तराल (ई) 10 मि. ग्राम 600 ग्राम तक और 600 ग्राम के ऊपर 100 मि. ग्राम है। इसमें एक आधेय तुला युक्ति है जिसका शतप्रतिशत व्यवकलनात्मक धारित आधेय तुलन प्रभाव है। भारग्राही वर्तारकर है जिसका व्यास 150 मि. मी. है। प्रकाश उत्सर्जन डायोड प्रदर्शन तुलन परिणाम उपदर्शित करता है। यंत्र 230 वोल्ट और 50 हर्टज आवृत्ति पर प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



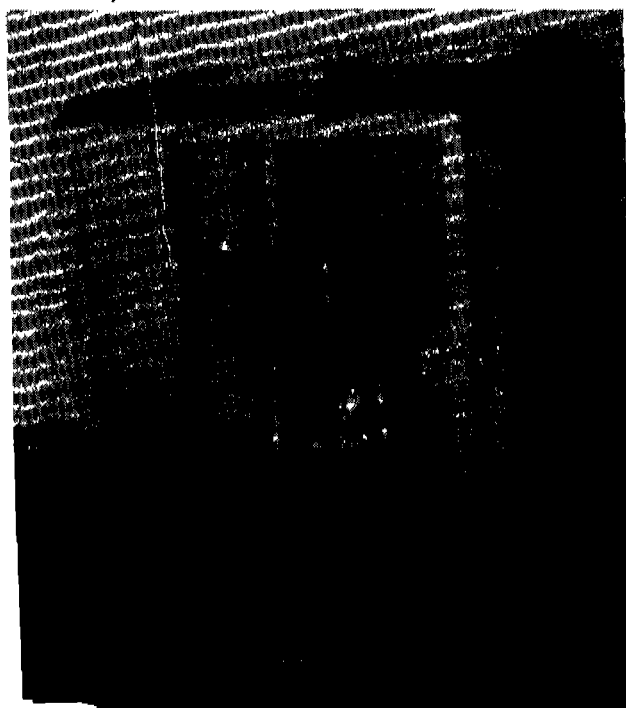
इसके अतिरिक्त केन्द्रीय सरकार, उक्त धारा की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषित करती है कि उक्त मॉडल के इस अनुमोदन प्रमाण पत्र के अंतर्गत, इसी विनिर्माता उसी सिद्धांत, डिजाइन और उसी सामग्री से बनाए गए जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, उसी श्रृंखला के ऐसे तोलन उपकरण भी होंगे जिनके सत्यापन मापमान अंतराल (एन) की अधिकतम संख्या का 1,00,000 (एन \leq 1,00,000) से कम या समतुल्य है और जिसका "ई" मान 1, 2, 5 श्रृंखला का है।

New Delhi, the 24th December, 1998

S. O. 78.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating non-automatic electronic table top weighing machine of type "FX" series of class II High accuracy (II High accuracy) and with brand name "FX" Dual range (hereinafter referred to as the Model) manufactured by M/s Afcoset Balances, the Bombay Burmah Trading Corporation Ltd., 9 Wallace Street, Fort, Mumbai-400001 and which is assigned the approval mark IND/09/98/56;

The Model (see figure) is a II High accuracy (accuracy class II) High weighing instrument of dual range with a maximum capacity of 3100g-600g. and minimum capacity of 2g. The verification scale interval (e) is 10mg. upto 600g. and 100 mg. above 600g. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of circular section of side diameter 150 millimetre. The LED display indicates the weighing result. The instrument operates on 230 volts and 50 Hertz alternate current power supply.



Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of same series with maximum number of verification scale interval (n) less than or equal to 100,000 ($n \leq 100,000$) and with 'e' value to 1, 2, 5 series manufactured by the same manufacturer with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. WM 21 (44)/96]

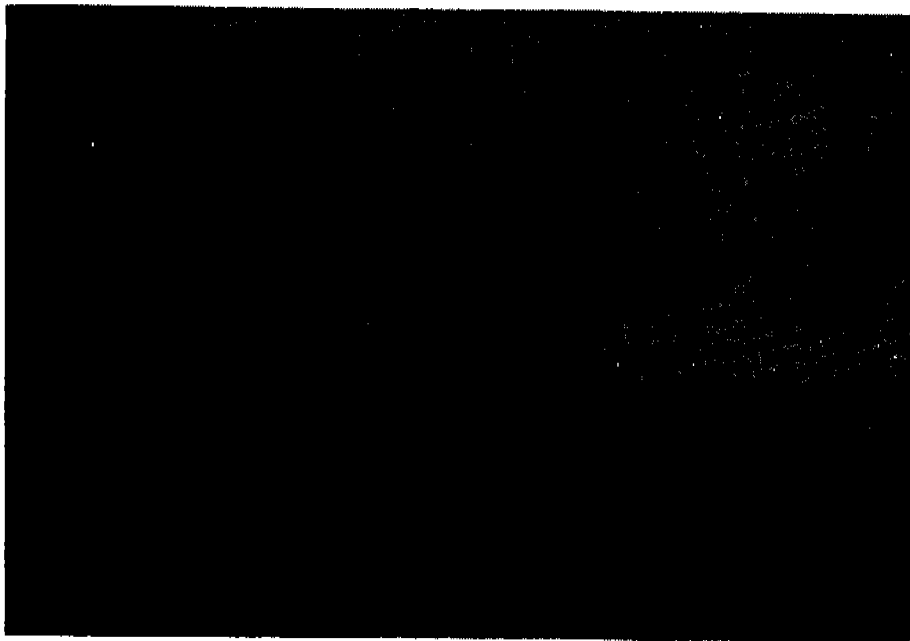
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 24 दिसम्बर, 1998

का. आ. 79.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखिए) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और संभावना यह है कि अतिरिक्त उपयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और परिवर्तित दशाओं में उपयुक्त सेवा देता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए विशेष यथार्थता (वर्ग I यथार्थता) वाली "ई आर" श्रृंखला की स्वतः सूचक अस्वचालित इलेक्ट्रानिक मेज तल तोलन मशीन के मॉडल का जिसके ब्रांड का नाम "ई आर" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स एफकोसेट बेलेन्सस, दि बाम्बे बर्माह ट्रेडिंग कारपोरेशन लि., 9 बैलेस स्ट्रीट, फोर्ट, मुंबई-400001 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी. 09/98/57 समनुदेशित किया है, अनुमोदन प्रमाण पत्र प्रकाशित करती है।

यह मॉडल (आकृति देखें) विशेष यथार्थता (यथार्थता वर्ग I) तोलन यंत्र है जिसकी अधिकतम क्षमता 180 ग्राम और न्यूनतम क्षमता 100 मि. ग्राम है। सत्यापन मापमान अन्तराल 1 मि. ग्राम है। इसमें एक आधेय तुल्य युक्ति है जिसका शतप्रतिशत व्यवकलनात्मक धारित आधेय तुलन प्रभाव है। भारग्राही वर्तकार है जिसका व्यास 150 मि. मी. है। प्रकाश उत्सर्जन डायोड प्रदर्शन तुलन परिणाम सूचित करता है। यंत्र 230 वोल्ट और 50 हर्टज आवृत्ति पर प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



इसके अतिरिक्त केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषित करती है कि उक्त मॉडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत इसी विनिर्माता उसी सिद्धांत, डिजाइन और उसी सामग्री से बनाए गए जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, उसी श्रृंखला के ऐसे तोलन उपकरण भी आते हैं, जिनके सत्यापन मापमान अंतराल (एन) की संख्या 50,000 (एन \geq 50,000) से अधिक या समतुल्य है और जिसका "ई" मान 1, 2, 5 श्रृंखला का है।

[फा. सं. डब्ल्यू.एम.-21 (44)/96]

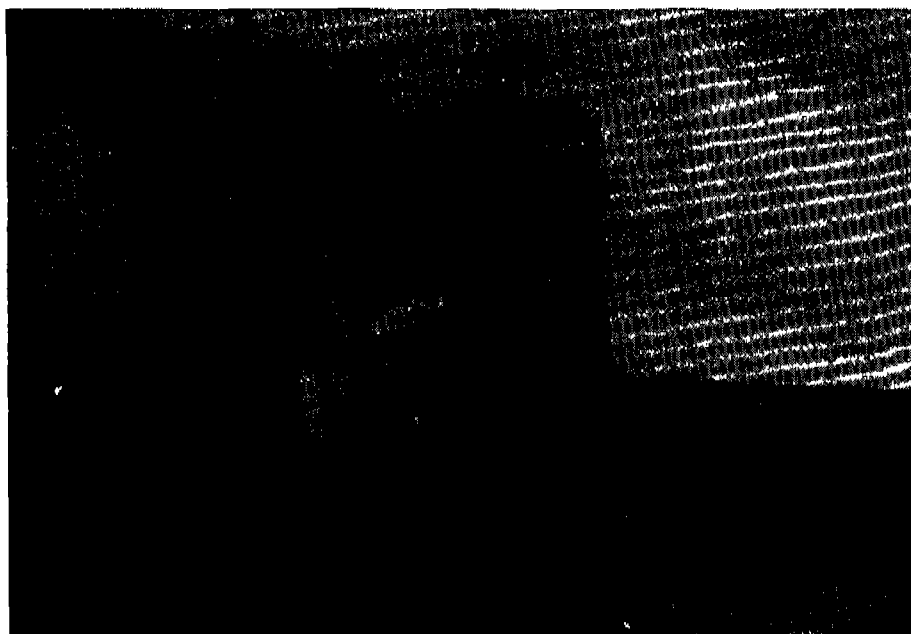
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 24th December, 1998

S. O. 79.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating non-automatic, electronic table top weighing machine of type "ER" series of class I special accuracy (I special accuracy) and with brand name "ER" (hereinafter referred to as the Model) manufactured by M/s Afco-set Balances, the Bombay Burmah Trading Corporation Ltd., 9 Wallace Street, Fort, Mumbai-400001, and which is assigned the approval mark IND/09/98/57;

The Model (see figure) is a special accuracy (accuracy class I) weighing instrument with a maximum capacity of 180 g. and minimum capacity of 100 mg. The verification scale interval (e) is 1mg. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of circular section of diameter 150 millimeter. The LED display indicates the weighing result. The instrument operates on 230 volts and 50 Hertz, alternate current power supply.



Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of same series with maximum number of verification scale interval (n) More than or equal to 50,000 ($e \geq 50,000$) and with 'e' value to 1, 2, 5 series manufactured by the same manufacturer with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No WM 21 (44)/96]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 24 दिसम्बर, 1998

का. आ. 80.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखिए) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और संभावना है कि अतिरिक्त उपयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और परिवर्तित दशाओं में उपयुक्त सेवा देता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, वर्ग II यथार्थता (उच्च यथार्थता) वाली "एस एन यूजी" श्रृंखला की स्वतः सूचक अस्वच्छालित इलेक्ट्रॉनिक मेज तल तोलन मशीन के मॉडल का जिसका ब्रांड नाम "जादेवर" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मै. जादेवर स्केल कम्पनी लि., ताइवान और भारत में मै. मार्सेप सर्विस (प्रा.) लि., 7 सीता हस्टेट, माडल रोड, चेम्बूर, मुंबई-400074 द्वारा विपणन किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी. 09/98/43 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल (आकृति देखें) उच्च यथार्थता (यथार्थता वर्ग II) तुला तोलन यंत्र है, जिसकी अधिकतम क्षमता 600 ग्राम और न्यूनतम क्षमता 400 मि. ग्राम है। सत्यापन मापमान अंतराल(ई) 20 मि. ग्राम है। इसमें एक आधेय तुलन युक्ति है जिसका शतप्रतिशत व्यवकलनात्मक धारित आधेय तुलन प्रभाव है। भारग्राही वृत्ताकार है जिसका व्यास 125 मि. मी. है।



इसके अतिरिक्त केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषित करती है कि उक्त मॉडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, इसी विनिर्माता के द्वारा उसी सिद्धान्त डिजाइन और उसी सामग्री से बनाए गए जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, के समरूप मेक, यथार्थता और निष्पादन वाले उसी श्रृंखला के ऐसे तोलन उपकरण भी आते हैं जिनके सत्यापन मापमान अंतराल (एन) की अधिकतम संख्या 1, 00,000 (एन \leq 1,00,000) से कम या समतुल्य है।

[फा. सं. डब्ल्यू.एम.-21 (71)/95]

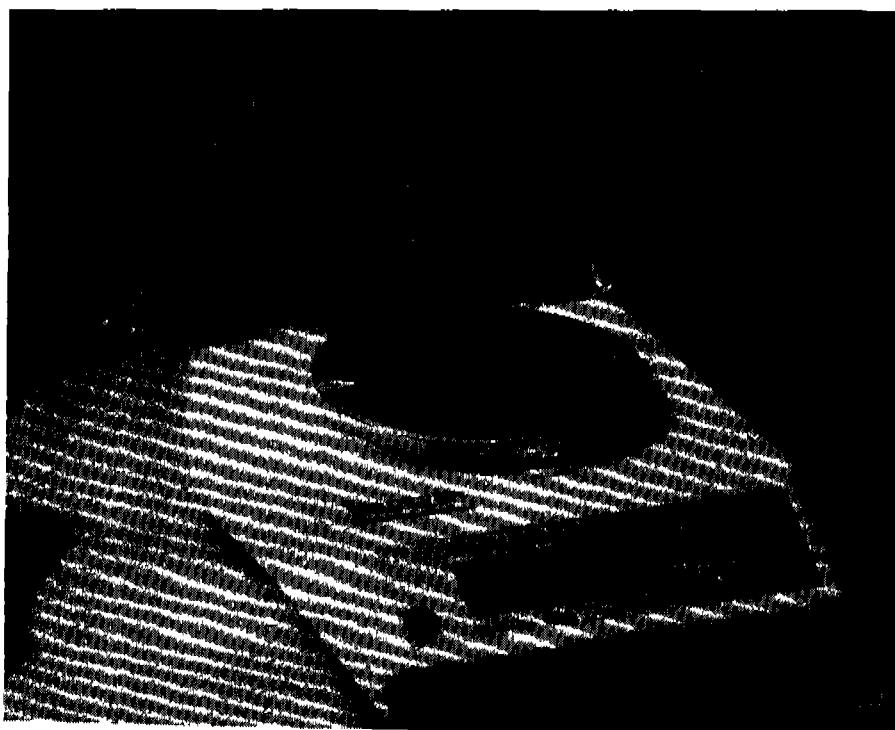
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 24th December, 1998

S. O. 80.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating non-automatic, electronic table top weighing instrument of "SNUG" series of class II accuracy (High accuracy) and with brand name "Jadever" make (hereinafter referred to as the Model) manufactured by M/s Jadevar Scale Company Ltd., Taiwan and Marketing in India by M/s. Marsap Services (P) Ltd., 7 Sita Estate, Mahul Road, Chembur, Mumbai-400074 and which is assigned the approval mark IND/09/98/43;

The Model (see figure) is a High accuracy (accuracy class II) weighing instrument with a maximum capacity of 600 g. and minimum capacity of 400 g. The verification scale interval (e) is 20mg. It has a tare device with a 100 percent subtractive retained tare effect. The load receptor is of circular section of diameter 125 millimetre.



Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series and with maximum number of verification scale interval 'n' less than or equal to 1,00,000 ($\leq 1,00,000$) manufactured by the same manufacturer, in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. WM 21 (71)/95]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

श्रम मंत्रालय
नई दिल्ली, 7 दिसम्बर, 1998

कां.ग्रां. 81 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मध्य रेलवे जबलपुर, के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर, के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-12-1998 को प्राप्त हुआ था।

[सं० एल०-41012/90/92-आई० आर० डी० यू०/बी०-1]
सी० गंगाधरन, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 7th December, 1998

S.O. 81.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (11 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Railway, Jabalpur and their workman which was received by the Central Government on the 2-12-1998.

[No. L-41012/90/92-IR(DU)/B.I.]
C. GANGADHARAN, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर
म. प्र.

डॉ. एन. दीक्षित

पीटासीन अधिकारी

प्र.क्र.सीजीआईटी/एलसी/आर/207/93

श्री असलम आत्मज अब्दुल सलाम,
तुलसी ग्रामीण बैंक मानिकपुर के पास,
द्वारा के.जी.बी. टेलर,

मानिकपुर जिला बांदा (उ. प्र.) 210001 प्रार्थी

विरुद्ध

मंडल रेल प्रबंधक,
मध्य रेलवे
जबलपुर (म. प्र.)

प्रतिप्रार्थी

अवार्ड

दिनांक : 19-11-1998

1. भारत सरकार, श्रम मंत्रालय, नई दिल्ली ने अपने आदेश संख्या एल-1012/90/92-आई.आर. (डी.यू.)

दिनांक 30-9-93 के द्वारा निम्नलिखित विवाद निराकरण हेतु इस अधिकरण को भेजा है :-

अनुसूची

"Whether the action of the management of Central Railway Jabalpur in terminating the services of Shri Aslam, S/o Shri Abdul

Salam, Ex-Casual Labour w.e.f. 19-04-84 is justified? If not, what relief he is entitled to?"

2. श्रमिक के अनुसार उसने वर्ष 81 से वर्ष 84 तक मध्य रेलवे, मागार में कई टुकड़ों में रेलवे की सर्विस की। उसे सर्विस कार्ड दिया गया था। करीब 417 दिन इस अवधि में उसने नौकरी की। श्रमिक से कनिष्ठ कामगारों को काम मिलता रहा, किन्तु श्रमिक को दिनांक 19-4-84 से काम मिलना बन्द हो गया। श्रमिक ने 120 दिन से ज्यादा मध्य रेलवे की नौकरी की थी, फिर भी उसे एम.आर.सी.एल. स्टेटस नहीं दिया गया। अकारण ही श्रमिक को सेवा से निकाला गया। श्रमिक चाहता है कि उसे पुनः सेवा में लिया जाए और वेतन व भत्ते दिये जाएं।

3. प्रबंधन के अनुसार श्रमिक ने स्वयं दिनांक 1-11-84 से काम पर आना बन्द कर दिया। श्रमिक को काम से नहीं निकाला गया। श्रमिक ने एक वर्ष में लगातार 120 दिन काम नहीं किया है। इस कारण श्रमिक को एम.आर.सी.एल. स्टेटस नहीं दिया जा सकता। प्रबंधन चाहता कि यह घोषित किया जाए कि श्रमिक ने स्वयं काम करना बंद किया है। प्रबंधन के अनुसार श्रमिक ने अकारण ही विवाद उत्पन्न किया है।

4. श्रमिक ने इस प्रकरण में शपथ-पत्र दिया और उसका प्रतिपरीक्षण किया गया। श्रमिक के अनुसार उसका सर्विस कार्ड प्रदर्श-डी-1 है। श्रमिक ने यह कहा है कि उसने स्वयं काम करना बंद नहीं किया।

5. श्रमिक के कथन का खण्डन प्रबंधन की ओर से नहीं किया गया है। प्रबंधन ने अपने उत्तरवाद में कहा था कि वे यह सिद्ध करेंगे कि श्रमिक ने स्वयं काम करना बंद कर दिया, किन्तु प्रबंधन ने कोई साक्ष्य न्यायालय में प्रस्तुत नहीं की।

6. सर्विस कार्ड प्रदर्श-डी-1 को देखने से यह पता लगता है कि श्रमिक ने 1-3-84 से 31-7-84 तक लगातार काम किया है और यह अवधि 152 दिन है। इस प्रकार श्रमिक ने लगातार 120 दिन से ज्यादा काम किया है। श्रमिक को नियमानुसार एम.आर.सी.एल. स्टेटस प्रबंधन को देना था, जो उसे नहीं दिया गया है।

7. प्रबंधन के अनुसार श्रमिक ने स्वयं काम करना छोड़ दिया। श्रमिक को किसी कदाचरण के कारण काम से नहीं निकाला गया है। ऐसी स्थिति में उसे एम.आर.सी.एल. स्टेटस पाने की पात्रता थी।

8. श्रमिक ने शपथ पर कथन दिया है कि दिनांक 19-4-84 से मध्य रेलवे ने उसे काम देना बंद कर दिया। इस बात का खण्डन प्रबंधन मौखिक साक्ष्य या लिखित साक्ष्य के द्वारा नहीं किया है। श्रमिक ने सिद्ध कर दिया कि उसे मध्य रेलवे, जबलपुर ने दिनांक 19-4-84 से काम देना बंद कर दिया।

9. जैसा कि ऊपर कहा गया है कि श्रमिक ने लगातार 120 दिन मध्य रेलवे, जबलपुर की नौकरी की थी तथा नियमानुसार वह एम.आर.सी.एल. स्टेटस पा गया था। ऐसी स्थिति में श्रमिक को 19-4-84 से अकारण ही प्रबंधन नहीं निकाल सकता। अवार्ड श्रमिक के पक्ष में और प्रबंधन के विरुद्ध दिया जाता है। प्रबंधन श्रमिक को एम.आर.सी.एल. स्टेटस देकर पुनः अवार्ड मुद्रित होने के एक माह के अन्दर नौकरी दे। इस दिनांक से श्रमिक नियमानुसार वेतन और भत्ता पाने का अधिकारी रहेगा। दिनांक 19-4-84 से अवार्ड मुद्रित होने के एक माह बाद तक श्रमिक ने काम नहीं किया है, इस कारण वह वेतन और भत्ते पाने का अधिकारी नहीं रहेगा। किन्तु यह अवधि अन्य लाभ के लिए श्रमिक के पक्ष में गिनी जावेगी। दोनों पक्ष इस प्रकरण का अपना-अपना व्यय वहने करें।

10. नियमानुसार अवार्ड की प्रतियां भारत सरकार, श्रम मंत्रालय, नई दिल्ली को प्रेषित की जाती हैं।

डी. एन. दीक्षित, पीठासीन अधिकारी

नई दिल्ली, 7 दिसम्बर, 1998

का.आ. 82.--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल, रेलवे जबलपुर। के प्रबंधन के संबंध और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर। के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-12-1998 को प्राप्त हुआ था।

[सं. एल-41012/155/92-आईआर(डीयू)/बी. I]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 7th December, 1998

S.O. 82.--In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Railway, Jabalpur and their workman, which was received by the Central Government on the 2-12-98.

[No. L-41012/155/92-IR(D.U.)/B.I.]
C. GANGADHARAN, Desk Officer

अनुबंध

केन्द्रीय औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर

म.प्र.

डी.एन. दीक्षित

पीठासीन अधिकारी

प्र.क्र.सीजीआईटी/एलसी/आर/51/94

श्री बसन्त प्रसाद

आत्मज श्री खुशीलाल

ग्राम-पो. : डभावन

जिला पटना (बिहार) 800 001

--प्रार्थी

विरुद्ध

1. मंडल रेल प्रबंधक,

मध्य रेलवे

जबलपुर (म.प्र.) 482001

--प्रतिप्रार्थी

अवार्ड

दिनांकित : 20-11-1998

1. भारत सरकार, श्रम मंत्रालय, नई दिल्ली ने अपने आदेश संख्या एल-41012/155/92-आई.आर. (डी.यू.) दिनांक 5-5-94 के द्वारा निम्नलिखित विवाद इस अधि-करण को भेजा है :--

अनुसूची

"Whether the action of the management of Central Railway, Jabalpur, M.P., in terminating the services of Shri Basant Prasad, Ex-Y.K.C. T. No. 692 vide order dated 25-5-85 is legal and justified? If not, to what relief the workman is entitled?"

2. श्रमिक के अनुसार वह मध्य रेलवे के सतना स्टेशन में लोको शेड में वर्ष 84 में कार्यरत था। दिनांक 11-7-84 को लोको फोरमेन ने क्लीनर ब्वाय के कमरे से एक जरीकेन में 6.3 लीटर मशीन आइल जलत किया। जांच में यह पता लगा कि श्रमिक बसन्त प्रसाद ने यह तेल क्लीनर ब्वाय को दिया था और कहा था कि इसे कमरे में रखे, बाद में देखेंगे। उस दिन श्रमिक स्टोर में काम कर रहा था और तेल का वितरण कर रहा था। जलती के बाद जांच में यह पता लगा कि श्रमिक ने नाजायज तरीके से रेलवे सम्पत्ति 6.3 लीटर मशीन आइल की चोरी की। श्रमिक को आरोप पत्र दिया गया। श्रमिक के विरुद्ध विभागीय जांच इस आरोप पर की गई। जांचकर्ता अधिकारी ने श्रमिक को कदाचरण का दोषी पाया तथा सक्षम अधिकारी ने दिनांक 26-6-85 से श्रमिक की सेवाएं समाप्त की। श्रमिक की अपील मंडल रेल प्रबंधक ने निरस्त की। श्रमिक के अनुसार उसे सेवा मुक्ति करने का आदेश अवैधानिक है और नियमों के विपरीत है। प्रबंधन ने यह मिद्ध नहीं किया कि श्रमिक ने मशीन आइल की चोरी की थी। श्रमिक चाहता है कि उसका सेवामुक्ति का आदेश दिनांक 25-6-85 को अवैधानिक घोषित किया जाए तथा इसी दिनांक से उसे पुनः सेवा में लिया जाकर आज तक का वेतन और भत्ते का भुगतान करा जाए।

3. प्रबंधन के अनुसार श्रमिक दिनांक 11-7-84 को स्टोर में तेल वितरण का कार्य कर रहा था। श्रमिक ने एक जरीकेन में 6.3 लीटर मशीन आइल स्टोर से निकाला और अम्बिकाप्रसाद क्लीनर ब्वाय को दिया। श्रमिक ने उससे कहा था कि इसे अपने कमरे में रखें और इसको बाद में देखेंगे। श्रमिक के कहने अनुसार अम्बिकाप्रसाद ने तेल क्लीनर ब्वाय के कमरे में रखा और जहां से लोको फोरमेन ने यह तेल जलत किया। दिनांक 20-10-84 को श्रमिक के विरुद्ध आरोप पत्र दिये गये और विभागीय जांच की गई। सक्षम अधिकारी ने श्रमिक को कदाचरण का दोषी

पाया और आदेश दिनांक 25-5-85 के द्वारा सेवा से पृथक किया। विभागीय जांच में श्रमिक के विरुद्ध कदाचरण सिद्ध हो गया। श्रमिक ने सेवामुक्ति आदेश के विरुद्ध अपील की, वह भी निरस्त हुई। विभागीय जांच में अपनाई गई प्रक्रिया विधिवत है और नियमों के अनुसार है। श्रमिक को पूरा अवसर अपने प्रतिरक्षण का दिया गया और सभी लेखों की नकलें दी गईं। प्रबंधन के अनुसार श्रमिक के कदाचरण के कारण उसे सेवामुक्ति का दण्ड दिया गया। प्रबंधन चाहता है कि उसके आदेश दिनांक 25-5-85 की पुष्टि की जाए।

4. इस न्यायालय ने आवेग दिनांक 6-3-98 के द्वारा यह पाया है कि श्रमिक के विरुद्ध विभागीय जांच विधिवत है और नियमों के अनुसार है। इस प्रकार विभागीय जांच में नैसर्गिक न्याय के सिद्धान्तों का पूर्णरूप से पालन किया गया है तथा श्रमिक को पूरा अवसर प्रतिरक्षण के लिए दिया गया है।

5. इस प्रकरण में विचारणीय प्रश्न यह है कि क्या श्रमिक ने लोको शेड, सतना के स्टोर रूम से 6.3 लीटर मशीन ग्राइल की चोरी की तथा यह सामग्री क्लीनर ब्वाय के कमरे से जब्त की गई। विभागीय जांच में श्री राम-नारायण शर्मा, चीफ क्लर्क, स्टोर, सतना के कथन कराये गये हैं। इन्होंने कहा कि जब वे खाना खाने गये थे, तब श्रमिक ने स्टोर से तेल निकालकर अम्बिकाप्रसाद को दिया था। इस गवाह के अनुसार श्रमिक को इतना तेल अम्बिकाप्रसाद को देने का अधिकार नहीं था। इस गवाह का प्रतिपरीक्षण श्रमिक ने स्वयं किया है। इसके कथन में किसी प्रकार की अनियमितता अथवा विरोधाभास नहीं है।

6. प्रबंधन गवाह क्रमांक-3 अम्बिकाप्रसाद का कहना है कि घटना दिनांक को एक जरीकेन में 6.3 लीटर मशीन ग्राइल उसे श्रमिक ने दिया था और उसने यह ग्राइल क्लीनर ब्वाय के कमरे में रखकर ताला बंद कर दिया था। इस तेल को ताला खोलकर लोको फोरमेन ने जब्त किया था। इस गवाह ने घटना के संबंध में लिखित ब्यान दिया था।

7. विभागीय जांच में लोको फोरमेन श्री प्रसाद के कथन कराए गए। इन्होंने कहा है कि दिनांक 11-7-84 को इनको खबर लगी कि रेलवे के तेल की अफरातफरी की गई है और स्टोर से निकालकर क्लीनर ब्वाय की कोठरी में रखा गया है। क्लीनर ब्वाय की कोठरी में अम्बिकाप्रसाद मिला, जिसने बताया कि श्रमिक ने एक जरीकेन में तेल यह कहकर दिया था कि बाद में इसके बारे में बतायेंगे। जरीकेन और तेल जब्त किया गया। इस गवाह के अनुसार क्लीनर ब्वाय की कोठरी में तेल रखने का कोई औचित्य नहीं है। यह तेल चोरी करके क्लीनर ब्वाय की कोठरी में रखा गया था। जिसे उसने पकड़ा।

8. विभागीय जांच में श्री जे.पी. सोनी, झाइवर लोको शेड, सतना के कथन हैं कि दिनांक 11-7-84 को

दोपहर 3.00 बजे लोको फोरमेन ने अम्बिकाप्रसाद से क्लीनर की कोठरा का ताला खुलवाया और एक जरीकेन जब्त किया, जिसमें मशीन ग्राइल था। उसी समय अम्बिकाप्रसाद ने लोको फोरमेन को बताया था कि उसे बगन्त प्रसाद ने स्टोर से निकालकर मशीन ग्राइल दिया था और कहा था कि इसे क्लीनर की कोठरी में रखें और बाद में देखेंगे।

9. इस प्रकार जो कथन विभागीय जांच में दिये गये, उनका यह स्पष्ट निष्कर्ष है कि घटना दिनांक को श्रमिक बगन्तप्रसाद लोको शेड, सतना में स्टोर में काम कर रहा था और उसने एक जरीकेन में 6.3 लीटर मशीन ग्राइल निकालकर अम्बिकाप्रसाद को दिया और कहा कि इसको क्लीनर की कोठरी में रखें और बाद में इसके बारे में बतायेंगे। यह तेल लोको फोरमेन ने उसी दिन जब्त किया। इन तथ्यों का निष्कर्ष यह है कि श्रमिक ने रेलवे की सम्पत्ति 6.3 लीटर मशीन तेल की चोरी की और चोरी का माल लोको फोरमेन ने जब्त किया। मैं विभागीय जांच से इस निष्कर्ष से सहमत हूँ कि श्रमिक ने कदाचरण किया है।

10. दूसरा विचारणीय प्रश्न यह है कि जो दण्ड श्रमिक को दिया गया है, वह कदाचरण के अनुरूप है। श्रमिक को इस कदाचरण के दण्डस्वरूप सेवा से पृथक किया गया है। श्रमिक ने रेलवे की सम्पत्ति की चोरी की है तथा चोरी का माल लोको फोरमेन ने पकड़ा है। ऐसी स्थिति में श्रमिक का रेलवे की सेवा में रहना उचित नहीं है। श्रमिक को जो दण्ड दिया गया, वह कदाचरण के अनुरूप है।

11. ऊपर लिखी विवेचना का निष्कर्ष यह है कि श्रमिक कोई सहायता पाने का अधिकारी नहीं है। अर्वाइ प्रबंधन के पक्ष में दिया जाता है। दोनों पक्ष इस प्रकरण का अपना-अपना व्यय वहन करें।

12. नियमानुसार अर्वाइ की प्रतियां भारत सरकार, श्रम मंत्रालय, नई दिल्ली को प्रेषित की जाती हैं।

डी.एन. दीक्षित, पीठासीन अधिकारी

नई दिल्ली, 14 दिसम्बर, 1998

का.आ. 83.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ मेंसूर, बेंगलूर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम-नेबर-कोर्ट, बेंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-12-98 को प्राप्त हुआ था।

[सं. एल-12012/32/92-आई.आर. बी.-III/बी-1)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 14th December, 1998

S.O. 83.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of State Bank of Mysore, Bangalore and their workman, which was received by the Central Government on the 2-12-98.

[No. L-12012/32/92-IR B.III[B.I.]

C. GANGADHARAN, Desk Officer
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, BANGALORE

Dated the 16th November, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C.R. NO. 265/1997

I PARTY

The General Secretary,
State Bank of Mysore Employees,
Association, No. 544, 32 nd Cross,
IV Block, Jayanagar, Bangalore.

II PARTY

The Mg. Director,
State Bank of Mysore,
Head Office, Kempgowda Road,
Bangalore-9.

AWARD

The Government of India exercising the powers under Section 10 of the Industrial Disputes Act, 1947 has referred this dispute for adjudication on the following schedule.

"Whether the action on the part of the Management of State Bank of Mysore, Bangalore in imposing punishment of stoppage of 5 increments and denial of promotions to the workman Shri K. Balkrishna Prabhu for alleged misconduct is justified? If not to what relief the workman is entitled to?"

Consequent to receipt of this reference the same is registered as C.R. No. 265/97 and notices were sent to both parties. At the initial stage the first party workman was present on one occasion and thereafter he has failed to appear and file any claim statement in defence of his case. The registered notice issued to the first party association which espoused the cause of the workman is returned with the Shara that the party has left.

It is duty of the first party workman to comply the statutory provisions contained under Rule 10B to appear before the tribunal or in the alternative to file his claim statement within 15 days from the date of

receipt of the reference. The first party workman did not comply the direction contained in the reference and he also not cared to attend and know the fact of his dispute.

The second party is now represented by an advocate Shri R. Narayan.

This dispute requires to be decided on the basis of the pleadings and since the first party failed to file the claim statement there can not be any adjudication on the merits.

In view of these circumstances this reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 17 दिसम्बर, 1998

का.आ. 84—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक आफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण -1, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-12-98 को प्राप्त हुआ था।

[सं. एल-12012/81/97-आई.आर./बी-II]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 17th December, 1998

S.O. 84.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal I, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 16-12-98.

[No. L-12012/81/97-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT
HYDERABAD

PRESENT :

Sri C. V. Raghavaiah, B.Sc., B.L., Industrial
Tribunal-I.

Friday the 22nd day of October, 1998

INDUSTRIAL DISPUTE NO. 69 OF 1997

BETWEEN :

The Vice President, UB Employees' Union C/o
Union Bank of India, Near Vijaya Talkies,
Karl Marx Road, Vijayawada, Andhra
Pradesh, Vijayawada. ... Petitioner
And

The Regional Manager, Union Bank of India,
Near Vijaya Talkies, Karl Marx Road,
Vijayawada, Andhra Pradesh, Vijayawada.
... Respondent.

This case coming before me for final hearing on 25-9-98 in the presence of Sri B. Sudhakar, representative for the petitioner and M/s. C. R. Sridharan and G. Narendra Reddy, Advocates for the respondent and having stood over to this day for consideration the Tribunal passed the following :

AWARD

The Government of India, Ministry of Labour, New Delhi through its Order No. L-12012/81/97/IR (B-II), dated 10-11-97 has referred the following dispute U/s. 10(1)(d) and Sec. 2(A) of the Industrial Disputes Act, 1947 to this Tribunal for adjudication.

Whether the action of the management of Union Bank of India, Vijayawada in terminating the services of Sri G. Srinivasa Rao, Ex. Sub-Staff without complying the provisions of Sec. 25-F of the I.D. Act, 1947 is legal and justified ? If not, to what relief the said workman is entitled ?

2. The Vice President of the Union Bank Employees Union representing the worker Mr. G. Sreenivasa Rao filed the claim statement with the following allegations :

The worker Sreenivasa Rao was terminated from service on 16-12-92 without any notice though he has been working as subordinate staff since 9-5-85 at the Ongole branch of the respondent bank. It is stated that the service record of Srinivasa Rao was satisfactory. No disciplinary action was taken or pending against him. No show cause notice was served on him and there is no dereliction of duty on his path as such the termination of the service of the petitioner worker is unjustified and contrary to Sec. 25(2) of the I.D. Act. It is stated that the respondent bank has refused to reinstate him into service as a result of which irreparable loss was being caused to the workman Srinivasa Rao though he was in continuous service and worked for more than 240 days in the year 1989, 1990, 1991 and 1992 and complied with the provisions of Sec. 25(B)(2) of the I.D. Act. The union prayed the respondent may be directed to reinstate Srinivasa Rao into service from the date of his termination i.e. 16-12-92 with back-wages and other attendant benefits.

3. The respondent management filed a counter contending as follows :

According to it the workman Srinivasa Rao was engaged on temporary and casual basis as and when required by the bank and on account of non-available of the work he could not be continued in service after 16-12-92 and no legal duty cast on the respondent bank to provide work to him. As such it is not a case of termination. Hence the reference is invalid. It also contended that the workman did not render continuous service of 240 days in any year. During the period 1989 to 1992 as he worked as casual labour only for 114 days in the year 1989, for 112 days in the year 1990, for 154 days in the year 1991 and for 122 days in the year 1992 and as such question of violation of Sec. 25(F) of the I.D. Act does not arise. It also contended that being a casual

labour no right vested in the workman Srinivasa Rao that the respondent bank cannot be compelled to reinstate him that he has not worked in the month of October and November, 1992 and that he worked only for 10 months in 1992 which does not satisfy the requirement of 12 calendar months preceding the date of alleged termination. Hence on the grounds itself the reference is liable to be rejected.

According to the respondent, in the year 1992, the petitioner workman worked for 12 days in the month of January, 8 days in the month of February, 18 days in the month of March, 5 days in the month of April, 17 days in the month of May, 19 days in the month of June, 18 days in July, 9 days in August, 10 days in September, Nil in the month of October and November and for one day in the month of December as per the records maintained by the respondent bank. Thus according to the respondent management the workman is not entitled to relief or reinstatement and consequently the reference is liable to be rejected with exemplary costs.

4. In view of the above contentions, the following points arise for consideration:

Whether the alleged termination of service of the Petitioner workman the subordinate staff with effect from 16-12-92 is not justified? If so he is liable to be reinstated by the respondent with attendant benefits?

5. Point : The workman Srinivasa Rao examined himself as WW1 and one R. Venkateshwar Rao, attender of the respondent bank was examined as WW2 to speak to the fact that WW1 was appointed in the retirement vacancy of one G. Ramiah and promotion vacancy of one Bhaskar Rao who worked in Ongole branch. But the workman has not marked any documents one N. Veeriah who worked as Manager in the respondent bank, Ongole branch from the year 1989 to 1993 and who is presently working in the regional office Bhuvaneshwar was examined as MW1 and Exs. M1 Petty cash statement was marked through him on behalf of the respondent bank.

6. It is contended by the petitioner on behalf of the workman that WW1 worked for more than 240 days in the year 1989 to 1992 especially preceding the date of termination on 16-12-92 and his termination amounts to retrenchment. Hence he is entitled to be reinstated with back wages due to violation of Sec. 25F of the I.D. Act. The respondent on the other hand contended that the petitioner workman never worked for 240 days in any of the years between 1989 to 1992 as contemplated U/s. 25(B)(2) of the I.D. Act as such question of violation of Sec. 25(F) of the I.D. Act does not arise. It is its further contention that he worked as a casual labour intermittently.

7. As per Sec. 25(F) of the I.D. Act the service of workman who worked for not less than a year counting backwards from the date of termination, cannot be terminated without giving one months notice or pay for one month and retrenchment allowance equivalent to 15 days average pay for every completed year of continuous service. Sec. 25(B) defines what is meant by continuous service. As per Clause II(b) of Sec. 25(B) of the I.D. Act, the workman shall be said to be in continuous service for a period

of one year if during the period of 12 calendar months preceding date with reference to which calculations has to be made, he has actually worked under the employer for not less than 240 days. It is well settled that the period of 240 days in a period of 12 months has to be contended backwards from the date of termination and it is not necessary that he should work in all the 12 months in that year. It is suffice to refer to a decision reported in 1976(33) FLR 303 General Manager, KSRT Corporation Trivendrum vs. T. Sunder Raj, 1985 II LLJ page 539 the workmen of American Express International Banking Corporation vs. Management of American Express International Banking Corporation, 1993 LLR page 524 M/s. Eicher Woodyert Limited vs C. Rajender Kumar Sony. As per explanation to Clause II the number of days on which the workman has worked shall include days of which he was laid off. He has been on leave with full wages and he has absented through temporary disablement caused by accident during the course of employment and in case of females due to maternity leave.

8. In view of the above provisions of the Act, the initial burden is on the workman to prove that he worked for 240 days counting backwards from 16-12-92 on which date he was said to have been terminated from service as per the decision reported in Indian Silk Manufacturing Company Private Limited vs. Ram Prasad R. Jaishwal and others (1997 LLR 1126). The workman WW1 has no doubt stated that he has worked as sub staff in the Ongole branch of respondent bank from the year 1985 to 1992 continuously without any break. He also spoke to the duties of the sub staff, and deposed that he was paid wages on petty cash vouchers but for some period in the name of others like G. Laxminarayana, M. S. Rao, Pullarao, Chennasiah and other, that he worked in permanent post but not as casual labour and his service were terminated without assigning any reason. He has not filed any documentary evidence in support of his contention that he worked without break of service continuously from 1988 to 1992 or he worked for 240 days in the calendar year of 12 months prior to 16-12-92 i.e. from 17-12-91. He has however examined WW2.

9. The evidence of WW2 who is said to be working as an attender in the same branch would show that WW1 Srinivasa Rao worked in Ongole branch from 1988 to 1992 as attender in the vacancy of Sri. G. Ramaiah who retired from service and one Bhaskar Rao who promoted as Head Clerk that WW1 was paid under petty cash vouchers and he does not know the reason for terminating the service of WW1 in the year 1992. But he did not say in specific terms that WW1 worked for 240 days in any calendar year. Thus as per the evidence of WW1 and WW2 the period for which WW1 worked as sub staff in Ongole branch is from the year 1988 to 1992 whereas according to the claim statement he worked from 1989. As stated above WW1 did not file any documentary evidence in support of the contention that he worked continuously which would mean that he worked for more than 240 days in a calendar year preceding date of termination as we are not concerned with the previous years of service.

10. As per the evidence of WW1 who worked as branch manager from 1989 to 1993 WW1 worked only as a casual labour being the son of the G. Venkateshwar Rao, Jeep Driver of the bank that as per the registers maintained in the branch office WW1 worked only for 114 days in the year 1989, 112 days in the year 1990, 154 days in the year 1991 and 122 days in the year 1992 and that the registers referred by him is a petty cash statement register. He stated that WW1 was paid wages on daily basis at the rate of Rs. 15 to 20 per day that the payment is duly entered in the petty cash statement register and that whenever payment is made under petty cash voucher it is to be recorded in the petty cash voucher register which will be submitted to the regional office every month and Ex. M1 is the petty cash statement register from that whenever the sub staff is absent they used to engage WW1 and the branch manager has no power to appoint any employee. The recruitment policy for sub-staff is that the branch manager has to inform the vacancy to the regional office which in turn in concurrence of central office call for list of eligible candidate from the concerned employment exchange. He also stated that the signature of WW1 was not taken in the name of any fictitious persons as spoken to by him and payment was made to WW1 only under petty cash vouchers but not in any other manner.

11. It is however elicited in his cross examination that by the time he joined in Ongole branch one Ramaiah sub staff has retired and one Bhaskar Rao sub staff was promoted as a clerk. He however added that the vacancy of Ramaiah was filled up by promoting a part time sweeper and similarly the vacancy of Bhaskar Rao was filled up by transferring one Aehoswar from Tanguturu branch as per his memory. He denied that WW1 worked in the permanent retirement vacancy of Ramaiah or the promotion vacancy of Venkateshwarlu. He also denied that the WW1 worked continuously during the year 1989-92. He stated that on the basis of Ex. M1 petty cash statement register only he is able to tell the number of days WW1 worked during the above years. It has been elicited from him that the petty cash registers from January to July 1989 was not filed that Ex. M1 is from August 1989 and that Ex. M1 is also not containing statement for the month of July, 1990 and similarly the statement relating to October and November 1992 are missing in Ex. M1 and thus Ex. M1 register is incomplete. Thus as per evidence of M.W1 based on Ex. M1, WW1 did not work for 240 days in 12 calendar months preceding the date of termination.

12. The representative of the workman however sought to contend that much weight cannot be placed on Ex. M1 register as it is not containing the statement relating to July 1990, October and November 1992 as admitted by WW1 himself and for not filing cash vouchers inspite of issuing notice adverse inference has to be drawn and hence the evidence of WW1 and WW2 that WW1 worked continuously from the year 1988 to 1992 without break has to be accepted.

13. I am unable to accept the contention of the representative of petitioner union. As stated above the initial burden is on the workman to show that he has worked for 240 days in a calendar year of 12 months counted backwards from the date of termination. As per the statement enclosed to counter which is said to be based on Ex. M1 which is of course not containing the statement for the month of July, 1990 October and November, WW1 worked only for 117 days i.e. in the year 1992 i.e., 12 days in January 8 days in February, 18 days in March, 5 days in April, 17 days in May, 19 days in June, 18 days in July, 9 days in August, 10 days in September, Nil in October and November and one day in December. Coming to the month of December 1991 as per Ex. M1 register, WW1 worked for 20 days. Thus the total period for which he worked or engaged by the respondent bank from December 1991 to 16-12-92 even if we count from 1-12-91 it would come to 137 days i.e., to say 17 days from January 1992 to December 1992 and 20 days in December 1991 which is far short of 240 days. Even if it is assumed that he worked during the month of October and November continuously there would be only 26 working days in each of these two months excluding Sundays so the total period worked for 2 months would come to 52 days and even if these 52 days are added to 137 days mentioned above it would come to only 189 days. I therefore feel that the absence of statements for the month of October and November 1992 in Ex. M1 petty cash monthly statement register makes no difference in this view of the matter. As stated above even if the total working days in these two months are also added assuming that WW1 worked continuously in those two months, the total number of days worked by him during the calendar year of 12 months preceding the date of termination would not come to 240 days.

14. Simply because petty cash vouchers are not filed it cannot be said that they have been held back with a view to cause prejudice to the contention of WW1. I am of the view that no adverse inference can be drawn for not filing the above record.

15. I therefore conclude on a consideration of the evidence placed on record that WW1 could not prove by evidence of reliable nature that he worked for 240 days in a calendar year of 12 months preceding the date of termination. From the material available on record it would appear that he has worked intermittently as and when there was necessity.

16. I am of the view that the contention of WW1 that he has been paid wages for certain period in the name of fictitious persons like Pullarao, Chennaiah, M. S. Rao and others cannot be accepted as no such plea was taken in the claim statement. Similarly I am of the view that the contention of the workman based on the evidence of WW2 that he worked in the permanent vacancy of one Ramaiah sub staff for promotion vacancy of one Bhaskar Rao cannot be accepted in the absence of plea to that effect. It is not even whispered in the claim statement that he was appointed or engaged in any permanent vacancy much less in the vacancy of Ramaiah or Bhaskar Rao. I am of the view that in the absence of the plea any amount of evidence adduced on a plea not set up cannot be

looked into. This view of mine is fortified by a decision reported in 1979(70) FLR 70 page 85 Shanikar Chakravarthy vs. Britannia Biscuits and as well as 1993 LLR page 524 M/s. Eichler Woodyert Limited vs. C. Rajendra Kumar Souy.

17. I am also of the view that even if it is assumed that the petitioner i.e. WW1 worked for 240 days or more in a calendar year of 12 months preceding the date of termination his services cannot be regularised or he cannot be ordered to be reinstated as it will lead to Pernicious conclusions, as the evidence of MW1 would show that the vacancies of sub staff have to be filled up by calling for a list from the employment exchange and the branch manager have no power to appoint sub-staff and it has to be done only by the regional office. If the service of persons who have put in 240 days of service are to be regularised or reinstated ignoring the persons registered in employment exchange which is contrary to the recruitment policy, persons registered in the employment exchange since long time will have to chance of getting call letters as such the public interest would suffer and seniors prejudice will be caused to the interested of person registered in the employment exchange as was held in the decision reported in 1992 II LLJ 452, Delhi Development Horticultural Employees Union vs. Delhi Administration Delhi and others.

18. Thus viewed from any angle it cannot be said to be a case of termination of service of WW1 amounting retrenchment but would only appear to be a case of disengagement from services as he was engaged from time to time depending upon the exigency and on casual basis though it has come out in the evidence of MW1 that there is no designation of casual labour in the banking industry but it is usual practice in all the branches to engage casual labour on daily wage basis whenever permanent sub-staff is on leave.

19. As stated above a workman to complain that retrenchment being not in consonance with Sec. 25(F) he has to show that he has been in continuous service for not less than 1 year within the meaning of Sec. 25(B)(2) of I.D. Act as was held in AIR 1981 SC 1253 Mohan Lal vs. Management of Bharat Electronics, and AIR 1981 SC 422 Surendra Kumar Varma vs. Central Government Industrial Tribunal cum-Labour Court, New Delhi.

20. I therefore conclude for want of sufficient evidence on behalf of the workman, that the action of the respondent management even if it is assumed that it has terminated the service of the workman from 16-12-92 is not justified. There is no violation of Sec. 25F of the I.D. Act and the said Section is not attracted in this case as the petitioner workman failed to prove that he worked for 240 days in a calendar year preceding the date 16-12-92 on which date he was said to have been terminated from service. As there is no violation of Sec. 25F and as the termination of the service of WW1 is only discharge simpliciter it would not amount to retrenchment within the meaning of Sec. 2(oo) of the I.D. Act.

21. Even otherwise I am of the view that the claim of the workman Srinivasa Rao for reinstatement has become stale. Accordingly to the claim statement his service were terminated on 15-12-92. He has ap-

proached the labour commissioner as per his own showing in the year 1997 i.e. after lapse of 5 years from the date of termination. Though he claims that he has been making representation to the management from time to time to reinstate him and he has been expecting favourable reply hence there was delay in approaching the labour commissioner, there has not filed copy of the representation said to have been made to the management. If really he had been making representations he would have filed copy of any of the representations made to the management. Hence it is obvious that he has come up with this belated explanation only to cover up the delay in approaching the labour commissioner. It is settled case law as was held in 1992 (II) SCC 598 Dchri Rohtas Light Railway Company vs. District Board Rhojpur that the courts will not enquire into belated and stale claims as it is a rule of practice based on sound and proper exercise of discretion though not a rule of law. The principle on which relief to the party in the ground of laches or delay is denied is that the rights which have accrued to others by the reason of the delay in filing the petition should not be allowed to be disturbed unless there is reasonable explanation for the delay. In this view of the matter also I feel that WW1 Srinivasa Rao is not entitled for reinstatement. Hence the question of reinstatement with back wages in my view could not arise. The point is hence answered accordingly.

22. In the result an award is passed holding that the action of the respondent in terminating the service of the workman Srinivasa Rao with effect from 16-12-92 cannot be held to be unjustified and consequently he is not entitled to any relief under the reference. The parties are directed to bear their own costs.

Dictated to the Sr. Stenographer, transcribed by her corrected by me and given under my hand and the seal of this Tribunal, this the 22nd day of October, 1998.

C. V. RAGHAVAIAH, Industrial Tribunal-I,
Appendix of Evidence

Witnesses Examined for the Petitioner: Witnesses Examined for the Respondent.

W.W1 G. Srinivasa Rao M.W1 N. Vccraiah

W.W2 R. Venkateshwar Rao,

Documents marked for the Petitioner/Workman:
NIL

Documents marked for the Respondent/Management:
Ex. M1 Petty cash statement register from 1-8-89 to 31-12-92.

नई दिल्ली, 17 दिसम्बर, 1998

का.ग्रा. 85.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार में यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण हैदराबाद

के पंचाद को प्रकाशित करनी है जो केन्द्रीय सरकार को 16-12-98 को प्राप्त हुआ था।

[सं. एन-12012/82/97-आई.आर. (बी-II)]

सी० गंगा धरन, डेस्क अधिकारी

New Delhi, the 17th December, 1998

S.O. 85.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal-I, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 16-12-98.

[No. L-12012/82/97-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I
AT HYDERABAD

PRESENT :

Sri C. V. Raghavaiah, B.Sc., B.L., Industrial
Tribunal-I.

Monday the 26th day of October, 1998

INDUSTRIAL DISPUTE NO. 68 OF 1997

BETWEEN :

The Vice President, UB Employees' Union C/o
Union Bank of India, Karl Marx Road,
Vijayawada, Andhra Pradesh. Petitioner

And

The Regional Manager, Union Bank of India,
Near Vijaya Talkies, Karl Marx Road,
Vijayawada, Andhra Pradesh. Respondent

This case coming before me for final hearing on 7-10-98 in the presence of Sri B. Sudhakar representative for the petitioner and Sri C. R. Sridharan and Sri G. Narendra Reddy, Advocate for the respondent and having stood over to this day for consideration, the Tribunal delivered the following :

AWARD

The Government of India, Ministry of Labour, New Delhi, through its Order No. L-12012/82/97/IR(B-II), dated 11-11-97 has referred the following dispute U/s. 10(1)(d) of the Industrial Disputes Act to this Tribunal for adjudication :

"Whether the action of the management of Union Bank of India, Vijayawada in terminating the services of Sh. Swarna Sreenu, Ex-part-time Sweeper without complying provisions of Sec. 25F of I.D. Act, 1947 is legal and justified? If not, to what relief the said workman is entitled?

2. In the claim statement filed by the Vice President of the Union Bank Employees Union it is stated that the workman Mr. Swarna Sreenu was working as sweeper in Karlapalem branch in the respondent bank since 4-1-1985 but his services were terminated without any notice on 1-11-87 though his service is satisfactory and though no disciplinary action is initiated or pending against him and though there is no dereliction of duty on his path. According to the petitioners union the termination of the service of the workman is in violation of Sec. 25F of the I.D. Act and the respondent bank is liable to reinstate him as it is refusing to do so. It is finally stated in the claim statement that the worker Swarna Sreenu who was in continuous service in the respondent bank has worked for more than 240 days in the calendar year of 1985 and thus complied with Sec. 25(B)(2) of the I.D. Act as such he is entitled to be reinstated for contravention of Sec. 25(F) of the I.D. Act. He thus prayed that the reference may be answered holding that the action of the respondent bank in terminating the service of petitioner with effect from 1-11-87 is illegal and to direct the respondent to reinstate him with backwages with all attendant benefits.

3. The respondent bank filed a detailed counter resisting the reference :

It contended that the reference is bad in law and is not maintainable as the workman is guilty of laches and the claim of reinstatement is hopelessly barred by limitation as such the reference is liable to be rejected in limine on this ground itself. Further according to it the workman was engaged absolutely on a temporary and casual basis as and when required by the bank as such no legal duty is cast on the respondent to continue the workman and provide him with work after 2-11-1987 and his disengagement since non availability of work cannot be termed as termination and further the workman did not render continuous service of 240 days in any year between 1985 and 1987 as such the question of violation of Sec. 25F of the I.D. Act does not arise and consequently the workman is not entitled to any of the benefits sought for. According to the respondent the workman Swarna Sreenu worked as a casual labour in Karlapalem branch for a period of 231 days in the year 1985, for 189 days in the year 1986 and 49 days in the year 1987 and thus denied the claim of workman that he worked for not less than 240 days in the calendar year 1985. It thus, contended that the provisions of Sec. 25-F of the Industrial Disputes Act are not attracted to the facts of the case and prayed for rejecting the reference as the termination of the service of the workman would not amount to retrenchment.

4. Upon the above contentions, the following point arise for consideration:

Whether the termination of service of Swarna Sreenu amount to retrenchment? If so, Sec. 25-F of the I.D. Act is attracted as admittedly no notice or pay in lieu of notice or retrenchment compensation was paid to him? If so is he entitled to reinstatement with all attendant benefits?

5. Point : The workman Swarna Sreenu besides examining himself as WW1 examined one Gorantla Sivaramaiah who is presently working as cashier in Ongole branch and worked earlier as Dattari in Karlapalem branch during the relevant period as WW2 to speak to the fact that WW1 worked in the vacancy of one Sambasiva Rao. The workman has further filed Ex. W1 xerox copy of the letter addressed by the Karlapalem branch manager to the regional office recommending his case for absorption. Ex. W2 xerox copy of the statement showing number of days worked and the amount paid to WW1 and Ex. W3 copy of the award in I.D. 1/93 on the file of Industrial Tribunal-cum-Labour Court, Godavarikhani to show that the respondent bank is in the habit of utilising service of the workers paying them paltry amount and thus indulging in unfair labour practice and under the said award the respondent bank was directed to reinstate one Niranjana a subordinate staff whose services were terminated with effect from 23-1-88 without any notice.

6. On behalf of the respondent bank one P. Narsimha Rao the present manager of the Karlapalem branch was examined as MW1, one P. Narsimhachari who worked as manager in Karlapalem branch from June 1984 to June 1986 was examined as MW2 and one P. Rama Sarma who is presently working as Manager, Union Bank of India, Madras and who worked as Manager of Karlapalem branch during July 1986 to May 1988 was examined as MW3. Thus M.W2 and M.W3 worked as Managers of Karlapalem branch during the relevant period of 1985 to 1987. The management further filed Exs. M1 to M3 cash vouchers for the period from 1985 to 1987 respectively, in support of its contention WW1 did not work for 240 days in any calendar year, as required U/s. 25(B)(2) of the I.D. Act to attract provisions of Sec. 25-F of the Act.

7. Thus Sec. 25-F and 25-B of the I.D. Act are very relevant as the workman is complaining of his retrenchment without following procedure laid down U/s. 25-F of the Industrial Dispute and as according to the petitioner WW1 worked more than 240 days in the year 1985 which is however disputed by the management.

8. As per Sec. 25-F no workman who is in continuous service for not less than 1 year under any employer can be retrenched without giving one month notice in writing giving reason for retrenchment or without paying wages in lieu of the notice and without paying retrenchment compensation which would be equal to 15 days average pay for every completed period of continuous service. Sec. 25-B defines what is meant by continuous service. Clause (II)(b) is relevant for our purpose and as per the said provision a workman who is not in continuous service for a period of one year and six months shall be deemed to be in continuous service for a period of one year if the workman during the period of 12 calendar months preceding the date with reference to which calculations to be made has actually worked under the employer for not less than 240 days. Thus before a workman can complain of retrenchment being not in consonance with Sec. 25-F, he has to show that he has been in continuous service for not less than one year under

that employer i.e. to say he has rendered service for a period of 240 days within 12 calendar months commencing and counting backwards from the date of retrenchment as provided under Sec. 25-B(2).

9. The case law on the point is well settled and it is suffice to refer to following decisions of the Supreme Court in the case of Mohan Lal vs. Management of M/s. Bharat Electronics Limited AIR 1981 S.C. 1253 and the case of Rama Krishna Ramnath vs. Presiding Officer Labour Court, Nagpur and another 1970 II LLJ 306 though several authorities have been cited by the learned counsel for the respondents management. Thus the period of 240 days has to be counted backwards from 1-11-87 on which date the service of WW1 Swarna Sreenu was said to have been terminated by the respondent bank.

10. The specific case of the workman in the claim petition is that he has worked for 240 days in the year 1985 and there is no averment that he worked for 240 days in the year 1987. WW1 workman has no doubt stated that he worked for 2 years 11 months continuously as a sweeper in Karlapalem branch of the respondent bank from the year 1985 to 1987 that he used to attend to bank duty from 7.00 A.M. onwards till evening that he worked in the permanent vacancy of one Sambasiva Rao who was promoted as sub-staff, that his case of absorption was recommended by the branch Manager, Srinivasa Rao under Ex. W1 letter dt. 17-1-92 to the regional office wherein it has stated that he worked for 242 days in the year 1985, and that though he has been working continuously with a view to show break of service the respondent bank used to ask him to sign as V. Appa Rao and V. Narayana in the registers of the bank who are fictitious persons. He filed besides Ex. W1 letter wherein it was stated that he worked for 240 days in the year 1985. Ex. W2 xerox copy of the statement showing number of days he was actually employed and amount paid to him to corroborate his oral testimony. He stated further that inspite of working for more than 2 years in the permanent vacancy of Sambasiva Rao continuously from 1985 to 1987, the respondent bank terminated his service without assigning any reason verbally and refusing to absorb him. His cross examination showed that he was paid initially Rs. 3 per day and at the time of termination he was getting 10 per day.

11. WW2 has also stated that from January 1985 to November 1987 WW1 worked as sweeper in Karlapalem branch in the vacancy of one Sambasiva Rao who has promoted as sub-staff and during the said period he worked as Dafthari in the said branch and he does not know the reason why service of WW1 were terminated. He also spoke to the fact that the then manager wrote Ex. W1 letter to the regional office recommending the case of WW1 for absorption. He has however not stated in categorical terms as in the case of WW1 that WW1 worked for a period of 240 days in a calendar year of 12 months from the date of termination.

12. The evidence of MW1 who has no personal knowledge but whose evidence is based on record would however show that WW1 is no other than the brother of Sambasiva Rao who worked in the Karlapalem branch as Dafthari, that WW1 was engaged on

daily wages as sweeper as a casual labour who is to work only for 3 hours per day and Ex. M1 to M5 are the vouchers under which wages were paid to WW1 for the period he worked on daily wage basis and as per the records available with the branch office WW1 worked for 231 days in the year 1985, for 189 days in the year 1986 and for 49 days in the year 1987 and they are not having petty cash vouchers in respect of WW1 and he also stated that he has not come across either the copy or the original of Ex. W1 letter in his office. He cannot identify the signature of Srinivasa Rao who worked as manager in the year 1992 and he cannot say whether Ex. M1 letter was written by the said Srinivasa Rao. His evidence further showed that as per Ex. M3 bunch of vouchers WW1 worked only from January to March 1987 and he did not work from April to November 1987. It is however elicited in his cross examination that during the year 1985 to 1987 there was vacancy of post of sweeper at Karlapalem branch which is a permanent vacancy and he has further stated that he does not know whether WW1 was engaged in the permanent vacancy of Sambasiva Rao who is no other than the brother of WW1. It is also elicited in his cross examination that one Niranjan of Srikakulam who worked for 240 days on daily wages was absorbed and he also came to know about the absorption of one Shaik Kasim of Laxmipuram branch of Guntur under the same circumstances.

13. The evidence of MW2 and MW3 who admittedly worked as managers of Karlapalem branch from the year 1985 to 1987 during which period WW1 admittedly worked as sweeper is relevant. As per the evidence of MW2, WW1 was introduced to the bank by one S. Sambasiva Rao who was working as part time sweeper and WW1 was engaged as casual labour as and when his brother Swarna Sambasiva Rao applied for leave and thus during the year 1985 to 1986 WW1 worked only as casual labour for one or two hours per day. He also stated that as per Ex. M1 and M2 cash vouchers maintained in the bank under which wages were paid to WW1 he worked for 231 days in the year 1985 and for 121 days in the year 1986 upto June. He denied that he has informed WW1 that there is a post of sweeper in the branch and asked him to work promising to appoint him regularly. He stated that he has no knowledge about Ex. W2 statement showing number of days and amount paid to WW1 for the period he worked. He also stated he cannot say whether original of Ex. W2 was issued by the bank. He further stated that wages were never paid to WW1 through petty cash vouchers as stated by him. It has been elicited in his cross examination that one Swarna Sambasiva Rao who worked as part time sweeper was promoted as sub-staff in the year 1985 and there was vacancy of part time sweeper in the above branch after the promotion of Samba Shiva Rao. He however added that WW1 was engaged only on daily wage basis as a sweeper and that the branch manager has no power of recruitment and recruitment policy is centralised. He denied suggestion that the branch manager has no authority to appoint casual labour. He however admitted that there was no category of casual labour in banking industry as per lifetime settlement. He however stated that Ex. W1 letter was sent by Karlapalem

branch to the zonal office and it may find place in outward numbering and despatch registers. He has admitted that Ex. W2 bears the seal of the Karlapalem branch but stated that he cannot vouchsafe for the correctness of the contents of Ex. W2 statement and he asserted in cross examination also that as per his knowledge WW1 worked only from June 1984 to June 1986 in Karlapalem branch and WW1 worked for 121 days in the year 1986 and 231 days in the year 1985 and he has also admitted that there is no circular by the head office empowering the branch manager to engage casual labour. He however stated that in case of exigency to attend to day to day work of cleaning of the premises etc., the branch managers were engaging casual labour by way of practice. He denied suggestion that WW1 worked for 240 days in the year 1985.

14. The evidence of MW3 who worked as Manager of Karlapalem branch from July 1986 to May 1988 in Karlapalem branch would also show that WW1 worked as a part time sweeper on casual basis that he was paid wages on cash vouchers that he was working only for 2 or 3 hours per day as a sweeper that the branch manager has no power to recruit sub-staff and the head office can only do it by calling the list from employment exchange and that as per Ex. M2 cash vouchers of the year 1986 from July 1986 to December 1986 WW1 worked for 68 days and in the year 1987 he worked for 49 days and that he did not terminate the service of WW1 with effect from 1-11-87 though he worked in that branch in November 1987 also, and that as WW1 has not appointed the question of termination would not arise. It was elicited in his cross examination also that there was vacancy of part time sweeper during the time he joined in Karlapalem branch and the said vacancy arose due to promotion of one Sambasiva Rao as sub-staff from the post of part time sweeper, and for the remaining period in the year 1986, the post of sweeper was kept vacant. It has been elicited in the cross examination that under voucher dt. 22-11-86 of Ex. M2 a sum of Rs. 28 was paid to WW1 and under another voucher of the same date another sum of Rs. 10 was paid but he cannot explain why payment was made under two different vouchers on a single day. Similarly it is elicited in his cross examination that as per voucher dt. 12-12-86 an amount of Rs. 42 was paid for 6 days and under another voucher of the same day a sum of Rs. 20 was paid as daily wages for 2 days to WW1 and he cannot explain the same due to afflux of time, and he gave same reply in respect of 2 other vouchers dt. 17-1-87 and 21-2-87 of Ex. M3. He too asserted that in the year 1987 WW1 worked only for 49 days. He however admitted that he cannot say who worked for the remaining period in the said year as sweeper. He has also admitted that there is no designation of casual labour in the bank service but it is usual practice depending upon the exigency of service for the branch manager to engage casual labour though there is no circular empowering the branch manager to engage casual labour. He has also stated that he does not remember that during his tenure of office at Karlapalem branch the post of part time sweeper was being

vacant for one and half year. Thus as per the evidence of MW1 to MW3 based on records i.e. Ex. M1 to 3 the WW1 did not work for 240 days in any of the years during the period 1985 to 1987.

15. It is submitted by the learned counsel of the respondent that the claim statement is vague as to for how many days the petitioner worked during the relevant year of 1987 though there is a specific averment that he worked for 240 days in the year 1985 though it is not relevant for the purpose of reckoning with reference to Section 25(B)(2) of I.D. Act and to attract Sec. 25(F) of the Act. He also submitted that there is no averment in the claim statement that WW1 worked in the permanent vacancy of S. Sambasiva Rao who has been promoted sub-staff from the post of part time sweeper but the WW1 has come up with this plea in the course of evidence and basing on the admissions elicited in the cross-examination of MW1 to MW3 sought to contend that he worked in the vacancy of Sambasiva Rao during the period 1985 to 1987. He has also submitted that there is no averment in the claim statement that WW1 was asked to sign in the name of one Appa Rao and Narayana in the registers of the bank to make it appear that there is break of service to show that he did not work continuously from the year 1985 to 1987 that WW1 came up with this version in the course of his evidence but the said fact was not alleged in the claim statement spoken to by WW2 nor any suggestion to that effect was made to MWs 2 and 3 who worked as managers during the relevant period. He thus submitted that in the absence of necessary pleadings to the above effect i.e. the period of which he worked in each of the years, that he worked in the permanent vacancy of Sambasiva Rao and his signatures were taken in fictitious names of Appa Rao and Narayana. The evidence of WW1 to the above effect cannot be looked into. In support of the contention he placed reliance on the decision of Supreme Court in the case of Shanker Chakravarti vs. Britannia Biscuits (1979 FLR 70 page 85) that the rules of pleadings equally applies in respect of matters before the Industrial Tribunals also and hence any amount of evidence in the absence of pleadings cannot be looked into.

16. I find merit in the contention of the learned counsel for the respondent. The claim statement filed by union is very vague as there is no pleading that WW1 worked for 240 days in a calendar year of 12 months immediately preceding date of termination though it is alleged that he worked for 242 days in the year 1985. Similarly there is no allegation that he was appointed as part-time sweeper in the permanent vacancy of Sambasiva Rao who has been promoted as sub-staff from the post of part-time sweeper and to show break of service he has been paid wages in the names of Appa Rao and Narayana.

I am also of the view that the oral evidence of WW1 & WW2 with regard to number of days WW1 worked is not satisfactory though the initial burden lies on WW1 to show that he has worked for 240 days in a calendar year of 12 months immediately preceding the date of termination i.e. from 1-11-87 backwards.

17. As stated above he is however relying on Ex. W1 letter said to have been written by the then branch manager Srinivasa Rao to the regional officer recommending his case for absorption stating that he has worked for 242 days in the year 1985 and also on Ex. W2 statement showing number of days he worked and wages paid to him from the year 1985 to 1987 in support of his contention that he worked continuously from 1985 to 1987 for not less than 240 days prior to the date of termination on which was however disproved by the evidence of MW1 to MW3.

18. A perusal of Ex. W1 letter dt. 17-1-92 even if it is believed to be true would no doubt show WW1 worked for 242 days in the year 1985 whereas according to Ex. M1 bunch of vouchers and evidence of MWs. 1 and 2 he worked only for 231 days in that year. Similarly as per Ex. W1 letter WW1 worked for only 202 days in the year 1986 and only 83 days in the year 1987 whereas the evidence of MW1 to 3 he worked only for 189 days in the year 1986 and 49 days in 1987. It is not the case of WW1 he worked for 240 days in the year 1986 and 1987. As stated above his case is, that he worked for 240 days in the year 1985 which is supported by Ex. W1 which is however not relevant for deciding as to whether Sec. 25-F of the I. D. Act is attracted to the facts of the case. Even if it is assumed that he has worked for not less than 240 days in the year 1985 as asserted by him and the Ex. W1 which is however disproved by M1 and M2 vouchers it will not come to the rescue of WW1 unless he is able to show that he has worked for not less than 240 days prior to 1-11-87. I am of the view that Ex. W1 could not in any way show that he worked for 240 days prior to date of alleged termination as according to the said letter he worked only for 83 days in the year 1987. It is not having break up figures i.e. how many days he worked in each month of the year 1987 and as the period of 240 days has to be counted from 2-12-86 to 1-11-87.

19. As stated above he has placed reliance on Ex. W2 statement said to have been prepared by the bank showing the number of days he worked and amount paid to him. Though it contains the seal of the bank MW2 and MW3 stated that they cannot vouchsay for the correctness of the said statement. They also stated that they cannot identify the signature of the person found in Ex. W2. Thus it is obvious that it is a self serving document and no person connected with it was examined by WW1. Further it is doubtful whether it is true or genuine document or not as it would show that WW1 worked from 27-11-87 upto 4-12-87 whereas according to the pleadings he was terminated from service with effect from 1-11-87. Even if it is taken to be a genuine document as stated above we have to count the number of days worked by WW1 to arrive at the figure 240 days only from December, 1986 to November, 1987. As per Ex. W2 in December 1986 he worked for 23 days in January 1987, he worked only for 23 days and he was paid wages at the rate of Rs. 7/- per day. In the month of February he worked for 23 days, in March for 11 days, in April for 3 days, May 1 day, June 1 day, July 11 days, August 3 days, September 1 day, October 3 days. Thus the total

number of days he worked from December 1986 to November 1987 would come to only 83 days and even if we add the number of days he was said to have been worked in November and December as per Ex. W2 it would come to only 86 days as he worked only for one day in November and 2 days in December. Whereas he has to show that he has worked for 240 days prior to date of termination to attract the provisions of Sec. 25-F as per which for terminating service of a person, issue of one months notice or pay in lieu of notice and payment of retrenchment compensation are conditional precedents and in case of non-compliance of the said condition only the retrenched employees would be entitled to the relief of reinstatement with back wages and attendant benefits, etc. Thus as per Ex. W2 document filed by the petitioner himself he has not worked for more than 82 days in 12 calendar months preceding the date of termination which is said to be with effect from 1-11-87.

20. Even if the oral evidence of MW1 to 3 is not taken into consideration it can be safely be stated that the petitioner on whom initial burden rests failed to discharge the same. Ex. M1 bunch of receipts are of not much help as they are of the year 1985. Out of Ex. M2 bunch of vouchers of the year 1986 only vouchers of the December 1986 is relevant as 240 days have to be counted from December 1986. Hence the admissions elicited in the cross-examination of MW3 that under 2 vouchers of the same date dt. 22-11-86 payment was made to WW1 is of not much consequent. As per Ex. M2, in the month of December, 1986 WW1 worked for 25 days whereas according to Ex. W2 he worked only for 23 days. As per Ex. M3 vouchers of the year 1987 which are from the month of January to March WW1 worked in the month of January for 23 days. It tallied with Ex. W2. In the month of February he worked for 19 days, whereas according to Ex. W2 he worked for 23 days. Similarly as per Ex. M3 in the month of March he was paid wages as per the available vouchers he worked for 11 days as per Ex. W2 also he worked only for 11 days. As per statement of MW1 to MW3 during the year 1987 WW1 worked only for 49 days even if this statement is not accepted as per the own showing of WW1 who placed reliance on Ex. W2 he worked only for 80 days even if it is assumed he worked in November and December also as shown in Ex. W2. The WW1 did not work for 240 days prior with date of termination even as per the above statement besides Ex. W1 letter.

21. It has been contended by the representative of the workman that payment is made under petty cash statement register and that the management failed to produce the same with a view to defeat the right of WW1 though I.A. 122/98 was filed to that effect. It is submitted that the management filed a memo stating that there is no such register even otherwise it is not relevant and adverse inference can be drawn against the management for its non-production of relevant records called for from the management. Hence it has to be held that the management has failed to prove that WW1 did not work for 240 days prior to his termination as asserted in the claim statement. It is however repelled by the respondent by submitting that unless the petitioner is able to dis-

charge initial burden no adverse inference can be drawn for non-production of records which has no bearing and as Ex. W2 which was very much relied on by WW1 does not prove that he worked for 240 days in a period of 12 months prior to date of termination and as per Ex. W1 he worked for 242 days in the year 1985 which is not relevant and he worked for less than 240 days in the year 1986 and 1987.

22. I find merit in the contention of the learned counsel for the respondent and I am of the view that no adverse inference can be drawn against the management for not producing the records like petty cash vouchers, petty cash statement and original of Ex. W1 letter addressed to the zonal office by Karlapalem branch. As stated above even if Ex. W1 letter is taken as genuine one it would only show that WW1 worked for 242 days in the year 1985 which is also the case in the claim statement. But it is silent as to the number of days he worked in the year 1986-87. Except making a bald and vague allegation that he worked continuously from 1985 to 1987. The management has filed Ex. M1 to M3 available cash vouchers for the period 1985 to 1987. The petty cash statement registers said to reflect the payment made under cash vouchers, and petty cash vouchers are said to be not available. Ex. W2 said to have been obtained from Karlapalem branch would support the version of the management that he has been engaged intermittently from time to time on daily wage basis only as he was paid only Rs. 7/- per day for the number of days he worked in each spell. It would not in any way show that he worked continuously in any of the years during 1985 to 1987 as alleged in the claim statement.

23. As stated above except the belated version in the evidence and eliciting the same in the cross-examination of MW2 and MW3 that there is permanent vacancy of part-time sweeper due to promotion of one Sambasiva Rao as sub-staff who appears to be the brother of WW1 there is no averment to that effect in the claim statement. If really he was appointed or engaged in the permanent vacancy of Sambasiva Rao pleading to that effect would have been made by WW1 in the claim statement. Hence it can be safely stated that he has come up with his belated version during the course of enquiry to make it appear that he was not engaged as a casual labour but in a permanent vacancy. Simply because the vacancy of Sambasiva Rao was not filled up it cannot be said that WW1 was appointed in that vacancy. Similarly merely because there is no category like casual labour in the bank service as admitted by MWs. 1 to 3 and there is no circular of the head office empowering the branch managers to engage casual workers to attend to the day to day needs due to leave of any temporary or permanent staff member, it cannot be said that WW1 was not engaged as casual labour but on a regular basis. Even if it is assumed that he was engaged in the vacancy of Sambasiva Rao he is not entitled to benefit of Sec. 25-F of the I.D. Act unless he is able to prove that he has worked for 240 days in a period of 12 months immediately preceding the date of termination which is said to be 1-11-87.

24. In this case as stated above WW1 has not placed either oral or documentary evidence of satisfactory nature to discharge of initial burden placed on him that he worked for the above period. Ex. W1 and 2 very much relied on by him would not in any way show that he worked for the required number of days as per Ex. W1 letter dt. 17-1-92 also he worked only for 83 days in the year 1987, to attract Sec. 25-F of the I.D. Act.

25. Though much reliance is placed on Ex. W3 award of Labour Court of Vizag to show that one Niranjan whose services have been terminated was ordered to be reinstated. I am of the view that will not come to the aid of WW1. A perusal of Ex. W3 would show that in that case the retrenched worker was able to show that he has worked for 240 days immediately preceding date of termination from service. It appears the service on Niranjan has been terminated with effect from 23-1-88 though he has been working from 8-9-86 in Srikakulam branch of the union bank of India. In that view of the matter it has been held that it is a case of retrenchment and that as Sec. 25-F was not complied with he is entitled to the relief of reinstatement. But in this case unfortunately the workman Swarn Sreenu could not prove either from his evidence or from the evidence placed by the management that he worked for the required period, as per Sec. 25(B)(2) r/w Sec. 25-F of I. D. Act.

26. It is also contended on behalf of the respondent that even if it is assumed that WW1 has worked for the required period he is not entitled to relief as the claim has become stale. It is submitted that though WW1 was said to have been terminated from service with effect from 1-11-87 he did not raised dispute till 1996 and no explanation is given either in the claim statement or during the course of enquiry by WW1 for this abnormal delay of 7 years. It has contended that in this view of the matter also WW1 is not entitled to any relief.

27. I find merit in this contention. The service of the petitioner is said to have been terminated on 1-11-87. It has come out in the evidence of WW1 the workman that he did not raise dispute till the year 1996. He has not given any explanation either in the claim statement or during the course of evidence for this abnormal delay in seeking the relief of reinstatement. As per decision reported in the case of Dehri Rohtas Railway Company vs. District Board, Bhojpur 1992(II) SCC 598 the courts shall not normally enquire in to belated and stale claims and such enquiry may lead to unhealthy practice resulting in improper exercises of discretion. In view of the above authority I am of the view that the claim of the petitioner for reinstatement became stale as he did not raise the dispute for a period of 9 years which is admittedly an abnormal period. For this reason also I feel that the relief of reinstatement sought for by the WW1 cannot be sustained.

28. Hence on a consideration of the material placed on record I have no hesitation to conclude that WW1 has failed to prove that he worked for 240 days prior to the date of termination as the documents relied on by him i.e., Ex. W1 and W2 would clearly go to show that WW1 did not work for 240

days in a calendar year of 12 months preceding the date of termination even if the evidence of WW1 to 3 are discarded and even if the adverse inference is drawn against the management for not producing the records sought for by the petitioner. As stated above the claim statement is very vague and I feel it was left vague purposefully as WW1 is conscious of the fact that he did not work for 240 days immediately preceding the date of termination. Hence it is alleged in the claim petition that WW1 worked for 242 days in the year 1985 and left open the period for which he worked during the relevant year 1987 or in the preceding year 1986. I am of the view that his termination from service in this view of the matter cannot be said to be retrenchment so that Sec. 25-F of the Act can be invoked. In my view it is a case of only engagement and disengagement depending upon the need whether he was engaged as a casual labour or otherwise as such no legal right is conferred on him to complain that he has been retrenched contrary to the provisions of the Sec. 25-F. In my view it is a case of discharge simpliciter and would not amount to retrenchment as defined U/s. 2(oo) and hence the question of violation of Sec. 25-F of I. D. Act would not arise and the termination of the service of WW1 Sreenu cannot be said to be unjustified in the circumstances of the case. Consequently he is not entitled to relief of reinstatement. The point is answered accordingly.

29. In the result the reference is answered by holding that the action of the respondent bank in terminating the service of workman WW1 Sreenu with effect from 1-11-87 is justified and is not entitled to any relief under this reference. The parties are directed to bear their own costs.

Dictated to the Sr. Stenographer, transcribed by her corrected by me and given under my hand and the seal of this Tribunal, this the 26th day of October, 1998.

C. V. RAGHAVIAH, Industrial Tribunal-I

Appendix of Evidences

Witnesses Examined for
the Petitioner :

WW1 Swarna Sreenu
WW2 Gorantla Sivaramaiah

Witnesses Examined for
the Respondent :

M.W1 P. Narsimha Rao
M.W2 P. Narsimha Chari
M.W3 P. Ramasarma

Documents marked for the Petitioner/Workman :

Ex. W1 Xerox copy dt. 17-1-92 of letter addressed by the Branch Manager to the regional office for recommendation of absorption of WW1 (Xerox copy).

Ex. W2 Details of the working days and amount paid to WW1 (Xerox copy).

Ex. W3 Award copy in I.D. 1/93 (xerox copy) dt. 6-4-95 on the file of I.T. and L. C. Visakhapatnam.

Documents marked for the Respondent/Management :

Ex. M1 Bunch of vouchers for the year 1985.

Ex. M2 Bunch of vouchers for the year 1986.

Ex. M3 Bunch of vouchers for the year 1987. (containing 12).

नई दिल्ली, 18 दिसम्बर, 1998

का.शा. 86.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार विजय बैंक के प्रबंधन के संबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-12-98 को प्राप्त हुआ था।

[सं. एन-12012/129/95-आई.आर. (बी.-II)]
सी. गंगाधरन, बैंक अधिकारी

New Delhi, the 18th December, 1998

S.O. 86.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 16-12-1998.

[No. L-12012/129/95-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT BANGALORE

Dated 12th November, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C.R. No. 79/1997

I PARTY

The General Secretary
Vijaya Bank Workers Organisation

(Registered)
Bangalore-8.

II PARTY

The Chief Mg. Director
Vijaya Bank (H.O.)

M. G. Road,
Bangalore-1.

AWARD

The Central Government referred this dispute vide Order No. L-12012/129/95 IR(B-II) dated 14/19-9-1995 exercising the powers under Sec. 10 of the Industrial Disputes Act, 1947.

THE SCHEDULE

"Whether the action of the management of Vijaya Bank, Bangalore in imposing the penalty of stoppage of two increments permanently on Shri G.M.R. Prabhu, Clerk vide their Order dated 21-12-1993 is legal and justified? If not, to what relief is the said workman entitled?"

After the receipt of the reference the same was registered and notices were sent. The first party from the first date of hearing not appeared though he has received the notice. However a notice under RPAD was issued to the both parties.

The second party is now represented by an advocate. The first party though acknowledged the receipt of the notice has not cared to appear and assist this tribunal for adjudication.

In view of this the reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 1998

का.आ. 87.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-12-98 को प्राप्त हुआ था।

[सं. एल-12012/58/96-आई.आर. (बी.-II)]
सी. गंगाधरन डेस्क अधिकारी

New Delhi, the 18th December, 1998

S.O. 87.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 16-12-1998.

[No. L-12012/58/96 IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT BANGALORE

Dated 15th November, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C.R. No. 225/1997

I PARTY

Shri G. S. Iyer,
920 37th Main
D Block, 1 Block
II Stage, Rajajinagar
Bangalore-19.

II PARTY

The General Manager (IR)
Canara Bank, Head Office
J. C. Road,
Bangalore-2.

AWARD

The Central Government vide Order No. L-12012-58/96/IR(B-II) dated 6-5-1997 has referred this dispute under Sec. 10 of the Industrial Disputes Act, 1947 after confirming a opinion that the dispute exists between the parties for adjudication on following schedule.

THE SCHEDULE

"Whether the action of the management of Canara Bank in terminating the services of Shri G. S. Iyer 'Clerk' w.e.f. 20-11-1993 is legal and justified? If not, to what relief the said workman is entitled?"

After registration of the reference the notices issued under the ordinary post has not made any effect on the parties. The notices were sent by RPAD. The second party filed Memo of appearance, a notice issued to the first party by RPAD returned unserved.

Admittedly the reference was made on 6-5-1997 and even after a lapse of one year no efforts made by the first party for adjudication.

In the result the reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 1998

का.आ. 88.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ोदा के प्रबंधन के संबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-12-98 को प्राप्त हुआ था।

[सं. एल-12011/26/96-आई.आर. (बी.-II)]
सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 18th December, 1998

S.O. 88.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 16-12-98.

[No. L-12011/26/96-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

Dated, 26th November, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer
C.R. No. 242/1997

I PARTY :

The General Secretary,
Bank of Baroda Employees Union,
C/o Bank of Baroda, P.B. No. 2,
K. G. Road, Bangalore-9.

II PARTY :

The Regional Manager,
Bank of Baroda,
P.B. No. 2619, HJS,
Chambers, 3rd Floor,
No. 26, Richmond Road,
Bangalore-25.

AWARD

The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial dispute Act, 1947 has referred this dispute vide Order No. L-12011/26/96/IR (B-II) dated 16-6-97 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the Management of Bank of Baroda in terminating the services of S/Shri Shiva Kumar, Rajesh K. L. and Babu is legal and justified? If not, to what relief the said workmen are entitled to?"

The ordinary notice issued to the parties served but did not appear. On 10-9-98 the concerned workmen in the reference took notice of this dispute. On 9-10-98 one workman was present but they have not filed the claim statement. On 11-11-1998 the first party workmen were absent and the second party was received the notice by RPAD also absent. However to give an opportunity the case is adjourned to 26-11-98.

To day the case was kept by to enable the first party to file the claim statement. They have not turned up. Therefore it shall be presumed they have no interest to participate in this dispute. Second party also not appeared. Since the first party failed to follow the procedure laid down under Section 10B of the industrial disputes (Central) Rules, 1957, further adjournments is unwarranted.

In the result this reference fails and the same is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 1998

का.आ. 89.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बेंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-12-98 को प्राप्त हुआ था।

[सं. एल-12011/38/96-आई.आर. (बी.-I)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 18th December, 1998

S.O. 89.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 16-12-98.

[No. L-12011/38/96-IR (B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

Dated 11th November, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer
C.R. No. 266/1997

I PARTY :

The General Secretary,
The Bank of India Employees Union,
BOI Building, II Floor, 11,
K. G. Road, Bangalore-9,

II PARTY :

The Regional Manager,
Bank of India (R.O.),
49, St. Marks Road,
Bangalore-1.

AWARD

The Central Government vide Order No. L-12011-38-96/IR (B-II) dated 11-9-1997 has referred this dispute for adjudication for exercising the powers under Sec. 10 of the Industrial Disputes Act, 1947.

SCHEDULE

"Whether the action of the management of Bank of India, in transferring Shri Nagaraj to Jayanagar branch amounts to flouting of agreement at All India Level? Whether there is any anomaly in the transfer and posting of computer operators? Whether the management is justified in denying the promotion as Chief Cashier category 'C' to Com. Aswath? If not, to what relief the said workmen are entitled?"

The notices sent by ordinary post was served and the parties not appeared. A notice by RPAD was sent which was duly served. The first party who has raised this dispute has not appeared to assist this tribunal for proper adjudication. In the result this reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 18 दिसम्बर, 1998

का.आ. 90.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण -1, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-12-98 को प्राप्त हुआ था।

[सं. एल-12011/8/93-आई.आर. (बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 18th December, 1998

S.O. 90.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-I, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 16-12-98.

[No. L-12011/8/93-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice C. V. Govardhan, Presiding Officer.
Reference No. CGIT-95 of 1993

PARTIES :

Employers in relation to the management of Bank of India.

AND

Their Workmen.

APPEARANCES :

For the Management : Shri D'Souza, Advocate.
For the Union : Shri Phouzdar,
State : Maharashtra.

Mumbai, dated, the 30th day of November, 1998

AWARD

1. The Central Government by its order dated 23-12-93 as referred the following dispute between the Bank of India workers organisation and the management of Bank of India for adjudication by this tribunal :

"Whether the claim of Bank of India Workers' Organisation, Bombay that the management of Bank of India has violated the provisions of the first bi-partite settlement of 1966 by refusing to grant special leave to executive committee members and office bearers of that organisation is correct? If so, what relief, are the executive committee members and office bearers of the Bank of India Workers' Organisation entitled to?"

2. The workers organisation in their claim statement contends as follows. The first party Bank is a nationalised bank. The service conditions of the bank employees are governed by Shastri Award, Desai Award and other bi-partite settlement upto date. The first bi-partite settlement was signed by the I.B.A. with N.O.B.W. in the office of Chief Commissioner (Central) on 09-11-66. Clause 13.39 of the Bi-partite settlement provides for special leave to certain employees attending meetings and conferences of trade union of Bank employees. The bank has evolved a scheme for grant of duty leave to office bearers and executive committee members of the Officers' Association of the said Union. This facility was not extended by the bank to Bank of India workers organisation inspite of request in writing. Shri A. R. Phoujdar who is General Secretary of the Bank of India workers organisation and is also the Joint Secretary of the Maharashtra Pradesh Bank Workers Organisation was eligible for special leave for 7 days in a calendar year. The management of Bank has sanctioned the special leave to him and other eligible office bearers as per the bi-partite settlement of the year 1966. But subsequently the management has refused special leave to him without any reason. The union, therefore, raised an industrial dispute before the Additional Labour Commissioner, Pune. The conciliation proceedings ended in failure. By refusing to sanction special leave to Mr. Phoujdar the Bank has violated the provisions of the Bi-partite settlement of 1966. It has committed an unfair labour practice by showing discrimination towards N.O.B.W. The Bank is propagating only one union of its choice. The first bi-partite settlement is still in force. N.O.B.W. has not withdrawn from discussions of bi-partite settlement because of the pressure of the majority and recognised Union. The management is keeping N.O.B.W. out of bi-partite settlement. No other benefit as per the first bi-partite settlement other than special leave are withdrawn by the management. The action of the management has therefore, to be held as not correct and the organisation prays for restoration of the facility of special leave to the Executive Committee members and the office bearers of said federation of N.O.B.W.

3. The Bank in its written statement contends as follows : In accordance with the bi-partite settlement of 19th October, 1966 the office bearers of the union were provided special leave. The National Organisation of Bank Workers was not a party to the aforesaid settlement. However, it became a party before the Central Labour Commissioner on 9th November, 1966. The provision of special leave has been provided in clause 13.39 of the bi-partite settlement. It was extended to the National Organisation of Bank workers also. The N.O.B.W. was a party to some of the settlements since 1966. In 1983 the N.O.B.W. withdrew from negotiations held for arriving at a supplementary bi-partite settlement. N.O.B.W. was not a party to the bi-partite settlement dated 8-9-93. The concession of leave to the Union office bearers for attending meetings which was provided in the first bi-partite settlement was therefore, not extended to the N.O.B.W.

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from 1983 onwards. The Bi-partite settlement held on 20th June, 1990 between the Indian Banks Association and certain All India Workman Union specifically clarified that the facility of special leave as provided in clause 13.39 shall be available to All India Bank Employees Association, National Federation of Bank Employees and Indian National Bank Employees Federation only. There was no Bi-partite Settlement providing for special leave to the office bearers of N.O.B.W. Since 1983 the action of the Bank withdrawing special facilities to the office bearers of Bank of India Workers Organisation affiliated to N.O.B.W. is therefore justified and the reference is to be answered accordingly.

4. The Bank of India Workers Organisation filed a rejoinder. The point for consideration is whether action of the management of Bank of India in withdrawing special leave enjoyed by the office bearers of N.O.B.W. is justified?

The Point :

A Bi-partite Settlement was arrived at between the All India Bank Employees' Association and the management of Indian Banks Association on 19-10-1996. At that time, the second party to this proceedings namely Bank of India Workers Organisation did not participate in the negotiation. By virtue of the settlement arrived on 09-11-66 before the Chief Commissioner (Central) the facilities of the bi-partite settlement arrived at earlier has been extended to the N.O.B.W. Clause 13.39 of this settlement provided for special leave to certain employees of N.O.B.W. also to attend meeting and conference of trade union of Bank Employees. According to the second party this facility was denied to their General Secretary, one Mr. Phoujdar by a letter of the management dated 27-8-90 and this refusal was on account of the pressure given by the All India Bank Employees' Association which is the major union. According to the learned representative of the Union, it is an unfair labour practice and it is to be set aside. According to the Bank, even when the settlement was arrived in 1966, N.O.B.W. was not a party and it was only subsequently before the Central Labour Commissioner it was agreed that the N.O.B.W. also is to be included along with the names of All India Bank Employees' Association and it was then only the provision of the special leave was extended to N.O.B.W. workers. It was argued by the learned counsel for the management that the N.O.B.W. participated in some of the subsequent settlements but refused to participate and withdrawn from negotiation at the time of arriving at a supplementary short bi-partite settlement in 1983. The learned counsel would contend that on account of the withdrawal from negotiation at the time of the bi-partite settlement, the N.O.B.W. had lost its right for claiming special leave. Learned counsel appearing for the N.O.B.W. would argue that once a settlement is arrived at, the rights and benefits which flow from it cannot be denied or withdrawn to the disadvantage of the workers, by the management. The learned counsel appearing for the management would contend that special leave provided in the bi-partite settlement agreement of 1966 is not a condition of service and only if it is a condition of service notice is required to be given before withdrawing the same and therefore it is not open for the N.O.B.W. to contend that this special leave cannot be denied to the members of the N.O.B.W. on account of their not signing 1983 settlement. A similar case between the Staff Association of Syndicate Bank and the Management of Syndicate Bank arose before Kerala High Court and it was held by the learned judge that special leave cannot be considered as a condition of service. The learned single judge has observed that the remedy of the Union is to raise an industrial dispute and get their claim adjudicated. It is to be noted that before the present dispute a settlement has been arrived at on 29-6-1990 between the management of 'A' class banks as represented by the Indian Bank Association and their workmen as represented by All India Bank Employees' Association in which it has been clarified that the facility of special leave as provided for in clause 13.39 of the first bi-partite settlement dated 19-10-1966 shall be available to the 'A.B.I.A.', 'N.C.B.E.' and 'I.N.B.E.F.'. As against the order passed by the single judge of the Kerala High Court a Writ Appeal has been preferred by the Staff Association and the Division Bench of the Kerala High Court by its order dated 23-9-93 has upheld the finding of the single judge

that special leave provided as per bi-partite settlement of clause 13.39 cannot be considered as a condition of service. They have set aside the order of the single judge is so far as the observation of the single judge in favour of adjudication under the Industrial Disputes Act. Therefore, the contention of the N.O.B.W. that this I.D. was raised on the basis of the settlement of the year 1990 and it has to be held that the management cannot deprive this facility of special leave to the members of N.O.B.W. on account of the fact that N.O.B.W. is not a party to the settlement of 1990 is not tenable. To make things worse it is to be seen that in 1997 a memorandum of settlement has been arrived at between the 57 banks listed in the schedule 1 to this settlement and National Organisation of Bank Workers which is the second party to this proceedings, in which it is said that the Indian Banks Association agrees that the special leave under clause 13.39 of the first bi-partite settlement dated 19-10-1966 shall be available to N.O.B.W. from the date of this settlement and however if any bank has already sanctioned special leave for the earlier period for any reason, the same shall not be revoked. This clause 'B' of the settlement dated 22-10-97 makes it clear that the N.O.B.W. cannot claim by way of right the special leave provided under clause 13.39 of the settlement dated 19-10-66. In fact the learned counsel appearing for the management argues that on account of this clause 'B' this dispute itself becomes infructuous but this dispute being for the period 1990—97 I am of opinion that it cannot be stated as infructuous but at the same time I hold that clause 'B' makes it abundantly clear that the special leave provided under clause 13.39 can be claimed by N.O.B.W. subsequently and it cannot be claimed as a right for any earlier period.

5. The first bi-partite settlement of 1966 is for a period of 3 years. There is no subsequent settlement in which this special leave has been approved or extended but it was being enjoyed by the members of N.O.B.W. and others. In the 1990 settlement it has been specifically stated that special leave is available only to those members of the Unions which participated in the negotiations preceding that settlement. The 1997 settlement only give an approval for the settlement of 1990 even though it is not stated so specifically; but clause 'C' of this 1997 settlement which provides that, "the parties to the settlement appreciated the need to maintain harmonious industrial relation, discipline, efficiency and productivity", leads us to the inference that the N.O.B.W. is not entitled to challenge the earlier settlement of 1990. The special leave provided not being a condition of service, the management of the Bank of India cannot be set to have committed any act in violation of the principle of natural justice and it cannot be said to be an unfair labour practice or it has failed to implement the settlement of 1966 at the instance of the majority union as alleged by the second party to this proceedings. Therefore, I am of the opinion that the claim of N.O.B.W. Workers Organisation that the management of Bank of India has violated the provisions of bi-partite settlement is not correct.

I hold on the point that the action of the management of Bank of India in withdrawing special leave enjoyed by the office of the N.O.B.W. is justified.

An Award is passed accordingly.

C. V. GOVARDHAN, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 1998

का.आ. 91—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिन्ध बैंक के प्रबंधन के मंचन नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण

नई दिल्ली के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-12-98 को प्राप्त हुआ था।

[सं. एल-12011/15/88-डी-2(ए)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 23rd December, 1998

S.O. 91.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab and Sind Bank and their workman, which was received by the Central Government on 21-12-1998.

[No. L-12011/15/88-D2(A)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No 114/83

In the matter of dispute between:
General Secretary,

National Confederation of Bank Employees (Delhi State), 2124/2, Hari Singh Nalwa St., No. 58, P. Box No. 2523, Karol Bagh, New Delhi-110005. representing the workmen members of Punjab and Sind Bank Workers' Sangathan (Regd.), Delhi (Affiliated to National Confederation of Bank Employees).

Versus

The Management of Punjab and Sind Bank,
21, Rajindra Place, New Delhi.

APPEARANCES :

None for the workmen.

Shri Rajiv on behalf of Shri Jagat Arora.
for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12011/15/88-D2(A) dated 28-10-88 has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action of the management of Punjab and Sind Bank is including the name of Shri Amarjit Singh Marwah in the list of eligible candidates for the grant of special allowance the post of Special Assistant by giving him one more mark because of his having diploma in labour law and Administrative Law is in accordance with the Management's circular dated 31-7-1987 ? If not, to what relief, are those clerks who are effected adversely with the inclusion of the name of Shri Amarjit Singh Marwah entitled ?"

2. The claim in this case was that one Amarjeet Singh Marwah was not appearing in the list of eligible candidates circulated by the management as per circular No. 404 dated 17-8-1987 for grant of special allowance for the post of Special Assistant. He was not eligible to be considered as Special Assistant as he did not possess any of the required Diploma in enumerated in the Staff Circular No. 1700 dated 31-7-1987 and circular No. 1658 dated 6-3-1987, yet he was called for interview and finally granted special allowance for the post. The Management did not deliberately come out with the amended list of eligible candidates to the detriment of members of Punjab and Sind Bank Workers' Sangathan and some other members affiliated to other unions. That with the grant of special allowance to Amarjeet Singh Marwah,

the bank has superseded the claim of all those staff members who were senior to him. Amarjeet Singh Marwah was not possessing Diploma in Labour Law Diploma which was not equivalent to Personnel Management Diploma. He had qualified for Diploma in Labour Law and as per their prospectus the Labour Law Diploma and Personnel Law Diploma are quite different. Even the Courses were different in these subjects. Darshan Singh who was Treasurer of the claimant Union was having Diploma in Labour Law but was not given any weightage in marks for this Diploma and his name was appearing at Sl. No. 20 in the list of eligible candidates. Amarjeet Singh Marwah was much junior in the list of candidates but was picked up and given this Special Assistant post on the basis of grant of one mark due to his having passed Diploma in Labour Law. This decision of the management was wrong and not according to rules.

3. Management in its written statement alleged that Amarjeet Singh Marwah had not been posted as Special Assistant in pursuance of the process of Selection carried on by the Bank. The Management has also referred to circulars dated 17-3-1987 and 6-3-1987 regarding eligibility of candidates for grant of Special Allowance for Special Assistant Allowance duly was extra qualifications. The Management in its written statement alleged that the Diploma in Labour Law and Personnel Management has been treated as equal for purposes of qualifications in employment in various industries, and for that reason he was entitled for grant of special allowance attached to the duties of special assistant. The grant of allowance and appointment to the said post was, therefore, justified in view of the circular issued by the management.

4. The Management in support of its case examined Shri B.M.L. Sharma MW1 while the management had filed affidavit of Shri H. S. Virk but he did not appear for cross-examination.

5. I have heard representatives for the parties and gone through the written arguments submitted by them.

6. The only point to be decided in this case was whether the grant of special allowance admissible to special assistant granted to Amarjeet Singh on the basis of his having passed the Diploma in Labour Laws was justified or not. According to the circular dated 31-7-1987 the marks given in clause 4(B) II Sub-Clause (vi) relating to the marks for passing of diploma is amended and new clause will read as under :—

"Post Graduate Diploma in Business/Personnel/ Financial Management of any recognised University/Institution or Diploma in Bank Management of Indian Institute of Bankers, having duration of minimum nine months period.	1 mark
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These qualifications do not include Diploma in Labour Laws. The earlier circular which was amended by this circular contain the following qualifications :—

"(i) Graduate	2 Marks
(ii) Post Graduate	1 Mark
(iii) Degree in Law	1 Mark
(iv) CAIB Part-I	1 Mark
(v) CAIB Part-II	2 Marks
(vi) Post Graduate diploma in business Management/Financial Management of any recognised University/ Institution.	1 Mark

In the earlier circular the diploma in business management/financial management made an official eligible for grant of special allowance but with the amendment of this circular by staff circular dated 31-7-87 the diploma in business/personnel/financial management was added. The only word added in this circular was 'personnel' and nowhere diploma

in Labour Laws has been included. If the management was to include the diploma in Labour Laws and for grant of one mark, it should have been added in the amended circular but it was not done so. The University from where this diploma was obtained by Amarjeet Singh Marwah does not say that this diploma includes or was equivalent of diploma in a Personnel Management so the grant of one mark to Amarjeet Singh on the basis of his having passed diploma in Labour Law was not according to the circular of the Management. If that was to be treated equivalent a new circular should have been issued by the management in order to apprise other officials like Darshan Singh who had also passed the Diploma in Labour Law. It was not done by the Management and they granted the special allowance only to Amarjeet Singh Marwah which in my opinion was not justified. The fact that nobody has appeared as witness on behalf of the workman does not affect the merits of his case because the only point to be determined was as to whether allowance granted to Amarjeet Singh was justified or not on basis of his additional qualifications. The Management has not been able to justify its decision. In view of my discussions above, I am the view that the inclusion of Amarjeet Singh Marwah in the list of Special Assistants was not justified in view of the circular dated 31-7-87. Since Amarjeet Singh has already been given that post and was working the other officials senior to him and who were holding the same diploma in Labour Management were also entitled to grant of said post but since the post cannot be given with retrospective effect, was they be paid allowance equivalent to allowance paid to special assistant Amarjeet Singh Marwah by the Management, from the date Amarjeet Singh Marwah was paid said allowance and upto the date to which he was paid parties are, however, left to bear their own costs.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 1998

का.आ. 92—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-12-98 को प्राप्त हुआ था।

[सं. एल-12011/56/96-आई.आर.बी.-II]
सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 23rd December, 1998

S.O. 92.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workman, which was received by the Central Government on 21-12-98.

[No. L-12011/56/96-IR(B-II)]
C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/40 of 1997

Employers in relation to the Management of
Canara Bank

AND

Their Workmen

APPEARANCES :

For the Employer : S/Shri R. S. Pai & S. S.
Joshi, Advocate.For the Workmen : Shri P. N. Subramanyan,
Representative

Mumbai, dated 20th November, 1998

AWARD

The Government of India, Ministry of Labour by its Order No. L-12011/56/96-IR(B-II), dated 5-9-97 had referred to the following Industrial Dispute for adjudication :—

“Whether the action of the management of Canara Bank, Mumbai in not regularising the services of Shri Umesh Kotian and six others, all part-time employees in 3/4 scale w.e.f. the dates indicated in the annexure, is legal and justified? If not, to what relief the said workmen are entitled?”

ANNEXURE TO THE SCHEDULE

List of workmen for which relief is sought

Name of workmen	Date of Joining
1. Umesh Kotian	3-11-1987
2. Chandrakant H. Jangam	19-9-1984
3. Vijay Vishnu Jamburge	8-12-1986
4. Vikas Vasant Jamburge	7-7-1985
5. Rajaram K. Jamburge	9-6-1988
6. Vitthal S. More	13-8-1986
7. Vishwanath D. Mane	21-8-1985

2. The union contended that initially the bank was dealing with Printing and Stationery section (hereinafter referred to as P&S) from Bangalore for all its branches. It decided to open different circles for the purpose of Printing and Stationery. In 1983 the circle office of P&S was established in

Mumbai city. Till 1984 it catered to the requirements of the branches situated in Mumbai city and later on covered around 300 branches and 15 Administrative offices spread over the States of Maharashtra and Gujarat.

3. About September '82 the compliment of staff in P&S was that of Manager, four officers, ten clerks, eight sub-staff and a part time sweeper. Out of these eight sub-staff two were peons and six others were designated as Hamals. All of them were full time permanent employees. In 1985 one of them by name Chintamani expired. Except R.T. Mohite others were transferred. The bank in their place engaged temporary employees who are the workman in the present reference.

4. In Banking Office including the employer bank the duties of subordinate staff, peon, drivers etc. are perrineal in nature. Therefore, they are appointed as a permanent staff. The subordinate staff who was appointed at P&S section was of a perrineal nature requiring appointment of a permanent nature.

5. At present the P&S section is established at Sewree. It occupies about 1300 sq. ft. area. The compliment of staff is a Senior Manager, four officers, 9 clerical staff and 9 sub-staff.

6. It is pleaded that when in a permanent post the employees are appointed, other than in a permanent status, the rights of the workmen so appointed are dealt with para 20.8 of the First Bipartite Settlement dtd. 19-10-66. It is averred that all these employees have worked 240 days of service continuously without any break for years to gether since their joining of the service they are entitled to be treated as full time permanent employee from the date of the joining of the service.

7. It is averred that since 1984 it is the policy of the management not to fill a vacant permanent post because of retirement, death, promotion. But it has been resorting to temporary employment. By this the management adopted denying the permanent posting. In P&S section instead of appointing full time worker these workmen were appointed as coolies on a daily wages and full time work as extracted from them. They were treated as part time employees with 3/4th scale wages.

8. The union pleaded that from the date of the appointment these seven workmen were treated not as daily wagers in as much as they were continuously without any break in the same section from the date of the initial joining, performing the duties of taking out stocks as per indents for despatch, arrange the new stationary received and stored in proper places independently and all other dues of sub staff like carrying vouchers etc. as per the instructions of the superiors. They did so far about ten

years. These are the same duties which were performed by two permanent employees viz. N. D. Kanchan and R. T. Mohite. It is averred that since 1-1-90 all these employees were treated as the part time employees (hereinafter referred as PTE's) although they worked as full time employees. At that time they were issued letters of appointment and allowed to sign the attendance registers which does not confend the timing of the work performed by them on each working day. There is no other document maintained by the bank within the knowledge of these workmen with regard to the actual period of work in the bank although for record purposes their working hours were kept restricted.

9. The union averred that prior to 1-1-90 these workmen were full time and after that day also they continued to work full time although they were paid 3/4th scale wages. The duties performed by them are confirmed in the investigation report of the investigating office of the Government of India, Ministry of Labour on the subject report dtd. 14-2-96, signed by the management representative also. It is averred that the duties performed by these employees are same duties which are codified as the duties of Daftary in the Bipartite Settlement dtd. 19-10-66.

10. The union pleaded that the bank did not fill up the post of a permanent staff in the P & S section eventhough the posts were available there. The workman concerned were infact were continuing full day and not part time i.e. more than 29 hours per week. It is averred that the duties which were performed by them cannot be treated as a part time employee but of a permanent employee. It is averred that the action of the Management, the bank, in not regularising the services of part time employee on the 3/4th scale from the date of their appointment is legal and unjustified.

11. The union averred that after the dispute was raised Vijay Jamburge; Vikas Jamburge; Rajaram Jamburge and Vishwanath D. Mane were absorbed as permanent employees. So far as the remaining three are concerned they are not permanently absorbed. It is therefore, their claim for permanent absorption w.e.f. their respective dates of joining the service of the bank still survives.

12. The management resisted the claim by the Written Statement (Ex-11). It is contended that the employees of the bank are governed by Shastri Award, Desai Award and different Bipartite settlements. These awards would indicate that nowhere specific duties and responsibilities of award staff have been either classified or defined. This is because if any such classification is made it would only result in compartmentalisation of duties, ultimately resulting into gross indiscipline and shifting of responsibilities. The term part time employees has been defined in paragraph 23.15(d) of the

Desai Award. By part time employee means he is not required to work full time like other employees of the bank. So far as the nature of the work is concerned there cannot be any difference.

13. The management denied that the work which is performed by the workman constituted unfair labour practice. It is pleaded that the unions contention that the work which is discharged by the workman is contrary to the general duties performed by part time employees.

14. The bank had rules and regulations for appointment of regular sub-staff. The Bipartite Settlement provides that the preference will be given to part time employees drawing scale wages in filling up full time vacancies in the same cadre, other things being equal. The bank had laid down the rules that PTE's who are within 25 years of age (later modified to 26 years of age during 1993) at the time of appointment joint consolidated wages be included in a panel of daily wagers provided they confirmed to other norms which would enable them to claim absorption as a sub-staff in performance to other daily wagers provided other norms being equal. It is submitted that as per the norms prescribed the bank has appointed these workmen as part time employees on 3/4th scale in 1990. Later on, four of them who fulfilled the eligibility criteria of absorption from sub-staff in permanent employment, were appointed in that cadre. It is submitted that in view of the criterias laid down, the bank is unable to empanel them in the daily wagers panel. It is averred that the request for regularisation from the date of first engagement in the bank cannot be under any circumstances be allowed as it would be direct contravention of the recruitment rules of the bank.

15. The management pleaded that it arranges to get printed the necessary forms, registers etc. required for carrying out its business as well as maintaining the required records from Bangalore. The indents placed by branches spread all over India were supplied from Printing and Stationery unit at Bangalore. In the year 1984 it decided to have different regions. One of the region was at Bombay. That region was headed by the Manager and assisted by required number of officers, clerks and subordinate staff. The work relating to assessment of requirement procurement of the necessary materials arrangement for printing, processing of indent supply of the materials, pricing valuation of stock and other related functions are attended to by the Manager, Officer and clerical staff and staff of printing and stationery section.

16. The other work at the section involves manually opening boxes; bundles in which the items are received from the suppliers; arranging them in slots; indicated for each item; retrieving the required quantity as per the indents placed by the branches, packing and arranging to forwards

them through transport operators. The work being of a manual nature it is carried out by coolies who were engaged for that purpose. This work was being entrusted as and when the need arose and as such workers were not required to work full time as applicable to other regular employees at Printing and Stationery section. The work relating normal duties of peons such as filing, carrying of registers, books, indents used by the P&S section for their functioning were attended by regular peons posted there. PTE's for sweeping and cleaning purpose are provided in the premises. In other words the manual job which is stated above was carried out by coolies and the requirements of the workload of the coolies depend upon the quantum of material received anywhere and/or despatched.

17. The bank contended that as per paragraph 12.3 of the Shastri Award it is entitled to engage PTE's for doing certain types of works not requiring full time attendance. The Award only directed the scale. This position was confirmed by paragraph 5.191 of Desai Award as well as Bipartite Settlement.

18. The bank pleaded that adequate number of staff is provided to P & S section, Mumbai as in any other office. They are full time employees of the bank and are paid salary/emoluments accordingly. However as per the workload coolies are appointed who are not required to work full working hours. It is averred that the part time working hours on any week did not exceed 29 hours. Hence they were appointed on 3/4th wages.

19. The bank pleaded that the P & S section was originally provided with six sub staff and one PTE. This position continued till 1989. In the year 1990 due to the overall increase in the work load the strength of the PTE's were increased to nine. However on initial assessment it was felt that four sub staff on full time would be sufficient to carry out the various duties at P & S section required to be discharged by them. Accordingly the strength was reduced to four. It is therefore in the year 1994-1995 four workmen were absorbed as a sub staff on full time scale and the strength increased from one to seven.

20. The bank denied all other contentions raised by the union which is contrary to their stand and pleaded that Desai, Shastri Award and Bipartite settlement which have clearly highlighted the need and justification for appointment of certain employees on part time wages. Hence the contention that all the sub staff are required to be appointed as permanent employees is not in conscience with the provisions, awards and bipartite settlement. The contention as to the exploitation of labour etc. is not true and denied. They denied that they continuously worked in the same job on a permanent post is also not true and hence denied. It is averred

that the word used by the union that the 'temporary staff' is incorrect as they are part time employees and other allegations made by the union is incorrect. It is prayed that under such circumstances the claim which is made by the union deserves to be rejected.

21. The union filed a rejoinder at Ex-12. It denied the contention of the bank which is contrary to its Statement of Claim. It is averred that today the part time employee is as good as a permanent employee when the prescribed service conditions which were not available during the period when the Desai Award was in operation. It is submitted that in Canara Bank itself there is a comprehensive settlement indentifying only the job of sweepers and cleaners for entrustment of part time employees on justifiable grounds. It is therefore submitted that the Desai Award is no more applicable since they have been ammended to suit the requirement of the bank. It is averred that there are no recruitment rules for a sub staff. It is based on fanciful decision of the management from time to time.

22. The issues that fall for my consideration are at Exhibit-8. The issues and my findings there on are as follows :

Issues	Findings
1. Whether it is proved that the bank did not fill up the post of permanent sub-staff in the Printing and Stationery section ?	Yes.
2. Whether it is proved that all claimants are eligible to be appointed as a sub-staff ?	Not all.
3. Whether it is proved that the part time employees are not required to work more than 29 hours in a week ?	Yes.
4. Whether the action of the management of Canara Bank in not regularising the services of part-time employees on 3/4 the scale with the dates indicated in Annexure is legal and justified ?	No.
5. If not, to what relief the said workmen are entitled ?	As per order.

REASONS

23. To bolster up the case the Union relied upon the testimony of Ravindra Trimbak Mohite (Ex-22) sub-staff; Damodar Madhavrao Kamat (Ex-23) clerk; Dattatreya Shankar More (Ex-31); Gujjadi Manjunath Venkatapati Nayak (Ex-32) General Secretary of the union. It also relied upon the oral testimony of the concerned workmen viz.

Vikas V. Jamburge (Ex-24) Rajaram K. Jamburge (Ex-25); Vijay Vishnu Jamburge (Ex-26); Vishwanath D. Mane (Ex-27); Chandrakant H. Jangam (Ex-28); Vitthal S. More (Ex-29); Umesh Kottian (Ex-30). It also relied upon the documents which are produced alongwith (Ex-13). On the other hand the management relied upon the testimony of Monteiro (Ex-35) and W. E. Moses (Ex-51) and the documents which are produced alongwith Exhibit-16.

24. It is not in dispute that Bangalore was the place where from, the Canara Banks branches all over India were receiving their stationery which is required for their banking business. There was increase in the banks annual increase in the demand for the stationer. It is therefore it appears that they decided to have circle offices for P & S section. The circle office of the bank was established in Mumbai city. Till 1984 this section catered the requirement of the branches situated at Mumbai city and later on around 300 branches and 15 administrative offices spread over the State of Maharashtra and Gujarat. This position which is narrated by the union in the Statement of claim and deposed by the witness is not disputed.

25. Ravindra Mohite (Ex-22) affirms that he joined the bank on 14th May 1981 as a full time permanent subordinate staff. He was designated as hamal and was posted in P & S section which was established then. He affirmed that after his appointment he had seen that in that section there was a manager, five officers, ten clerks and eight subordinate staff. Out of that eight subordinate staff P. R. Sawant, R. P. Shinde, D. S. More, Namdeo Dalvi, Kapadia and N. D. Kanchan were transferred between 1984 to 1987. One Chintamani died in 1985. He is the eighth person. From his cross-examination he accepts that out of these 8 sub staffs six were hamals and two were permanent peons. He affirms that those five persons were subsequently taken as peons in the branches. He denied the suggestion that these five hamals were not taken in the category of peons in the Printing and Stationery section, who were appointed as peons directly in the branches. Admittedly this man still serves in that department.

26. Damodar Kamat (Ex-23) the clerk served in the P & S section between 1982—88. He supports Mohite that there were 8 sub staff at the relevant time. Kapadia was the cash peon and Kanchan was designated as a Daftary. Other six were designated as Hamals. He further affirms during 1984—87 except Mohite others were transferred in different branches.

27. W. E. Moses (Ex-51) Manager disciplinary action cell had not given the details of the compliment of the P & S section in the year 1984. No documentary evidence is produced to show that what was the exact position there. He only affirms that the section was headed by a senior manager

and assisted by required number of officers, clerk and subordinate staff. According to him for the purpose of doing the work of loading, unloading and manual opening of boxes, bundles received by the P & S section arranging them in slots packing and forwarding them through transport operators. Senior Manager of that section used to engaged the coolies. They were paid daily. They were not required to sign any attendance register or muster roll. They are also at liberty to take other work outside the bank. In the cross-examination he in categorical terms states that he had not filed any record on which he relied while preparing the written statement and the affidavit. He does not remember that was the structure of the staff in that section when it was established but he admits the position that at present there is a Senior Manager, four officers, seven clerks, seven part time employees and one hamal. Under such circumstances there is no reason to disbelieve the unions witnesses on the point that there were eight sub staff when the P & S section established.

28. The Learned Representative for the union placed reliance on 1996 II LLJ 920, wherein Their Lordships observed that there need not be evidence to prove the facts before the tribunal as per the evidence Act but only material is required. Infact in this case the material which can be said to be a statistical data regarding the requirement of particular staff in that section is with the bank which it did not produce or there is no explanation why it cannot be produced. Under such circumstances relying on this ratio it has to be said that the material which is on record supports the case of the union to limited extent.

29. It is not in dispute that there is increase in the branches of the bank. The result is that the demand for the stationery has increased. The staff which is required there has increased from day to day. Mohite, Kamat affirmed that after the transfer of the initial sub staffs these concerned workmen were employed. It is not in dispute that the work which was carried out by them is the same work which was done by the sub staff who was transferred.

30. For the convenience sake I will give in a tabular form the name of the workmen, their date of joining, their engagement as a part time on 3/4th scale and the date of the permanent employment :

Sr. No.	Name	Date of joining	Permanent Employee	Part time Employee on 3/4th scale
1.	Umesh Kotian	3-11-87		16-1-90
2.	Jangam Chandrakant	19-9-84		4-1-90
3.	Vijay Jamburge	8-12-86	12-10-95	4-1-90
4.	Vikas Jamburge	7-7-85	12-10-95	4-1-90
5.	Rajaram Jamburge	9-6-88	12-10-95	16-1-90
6.	Vitthal More	13-8-86		4-1-90
7.	Vishwanath Mane	21-8-85	20-9-94	4-1-90

31. Ravindra Mohite, Vikas Jamburge, Rajaram Jamburge, Vijay Jamburge, Vishwanath Jamburge, Chandrakant Jangam, Vithal More, Umsesh Kottian corroborates each other and affirmed that they were doing the work of :—

- (a) Opening the boxes and parcels.
- (b) Itemwise separate them and count them and stack the same in the proper laces after they were properly listed in Bank's registers by the officer.
- (c) Attend to stationery indents from the branches/offices of the bank, take out the required stationery etc. from the respective places, count them and after the same are verified and recorded by the Bank's officers, pack them properly for being despatched.

There is no dispute in respect of their date of initial appointment and their continuous work. It is not the case of the management that nobody else were appointed than these persons for doing the work which they have narrated above.

32. The case which is tried to be made out by the management witness that after taking into consideration the situation viz. the work load, the compliment of the particular branch is ascertained. That might be the correct position. But what was the position when these persons were employed is not brought on the record by documentary evidence. From the earlier discussion it is very clear that in the beginning the strength of eight sub staff was there. There is no record to show that after the transfer of the earlier staff the bank transferred another sub-staff there. From the testimony of the workman and the other witnesses it is very clear that these concerned workmen were appointed by the then Manager to do the work of coolies, on the dates shown above.

33. Now it is to be seen whether these workmen are eligible to be appointed as a sub-staff. It is not in dispute that now that is last 15 years the permanent sub staff is employed out of the part time employees or daily wage employees. Mosess affirms that these workmen were employed as the PTE's in the year 1990. The bank had a policy that the PTE with 3/4th scale of pay is eligible for consideration for the post of full time sub staff. The eligibility criteria prescribed is as under :

- (1) Age 18 to 25 years or age relaxable as per the policy of the bank framed in case of PTE's.
- (2) Educational Qualifications : 6th to 9th standard the 5th Bipartite settlement provides for giving preference to PTE's for filling up the full time vacancies of sub staff category to the rules of respective banks.

He affirmed that Mane and those three Jamburge's fulfilled the eligibility criteria and they were appointed as the sub staff as on the dates shown above. So far as others have not satisfied the eligibility criteria. They cannot be appointed as a sub staff.

34. It is tried to argue on behalf of the union that infact there is no eligibility criteria as such for appointment of sub staff. I am not inclined to accept it. There is record to that effect. It is further argued that this eligibility criteria at the most can be said to be a policy of the management and it can be changed. No doubt it can be changed but it being a policy the bank has to consider it. It is not settled position that such policies are settled by management. It is not proper for the Tribunal to decide the policy of recruitments and their eligibility.

35. The other argument which was adduced on behalf of the union that para. 20.8 of the Bipartite settlement determines the status of coolies. Infact that paragraph refers to appointment of a temporary workmen in a permanent vacancy provided that such a temporary appointment shall not exceed the period of three months during which the bank shall make arrangement for filling up the vacancies permanently. It further states that if such a temporary workman is selected for filling up the vacancy the period of such temporary appointment will be taken into account as a part of his probationary period. Looking to the facts of this case I do not find that this para has any application to the present set of facts.

36. It is also tried to argue on behalf of the union that at Canara Bank. part time employees are appointed only for sweeping and cleaning proposes and not for any other purpose. No doubt there is a settlement between the union and the management in respect of appointment of sweepers as part time employees. But that does not take away the right accrued by the Awards and other settlement. The awards and Bipartite settlements which I have already referred to above clearly speaks of appointment of part time employees. It is rightly argued on behalf of the management that there cannot be a restriction levied in respect of a particular work to be carried out by PTE and the sub staff. The difference is in respect of their working hours.

37. These workmen corroborates each other on the point that they work full day. They denied the suggestion that they are working less than 29 hours per week. On the other hand the management witnesses in categorical terms states that their working hours are restricted to less than 29 hours per week. The appointment orders (Ex-42) clearly speaks out that they are required to work less than 29 hours per week. I am not inclined to accept that under such circumstances they will work more than that. It is common knowledge that nowadays everybody is conscious of his rights. If there is a

specific mention to 29 hours not more than 29 hours then they will definitely not work more than that.

38. It is tried to argue on behalf of the union that looking to the nature of work which they carried out they are required to work whole day. It is not like sweepers who are required to come before the office starts, clean the office and go back. It is tried to submit that they are required to be in the P & S section whole of the working day to comply with the indents of the different branches. It can be seen that it is not that indent is received and it has to be complied on the very date. It is not that the nature of work is of such a nature that it requires to be carried out through out the day. Looking to the nature of work which they deposed and which I have narrated above it can be very well said that the management can fix up the load of work to be carried out on a particular day. In that situation it is very much possible that they will see that the work load does not exceed 29 hours per week. In other words not more than five hours per day from Monday to Friday and no more than four hours on Saturday. I therefore find that none of them are required to work more than 29 hours a week. At the same time it has to be said that they must not be working more than 29 hours, from the date of their initial appointment. If that is so there is no reasonable explanation from the bank why they are not to be regularised as a part time employee on 3/4th scale from the date of their initial appointment.

39. The Learned Advocate for the management placed reliance on State of Haryana Vs. Surrinder Kumar and Ors. 1998 II LLJ 516. That was a case the demand was for 'equal pay for equal work'. Their Lordships observed that when recruitment was not in accordance with the rules merely because post were interchanged daily wages on contract basis could not become entitled to pay scale of a regular employee. Because these workmen were initially appointed to do the work of coolies. I have already discussed above the nature of work and the working hours. I therefore find that the ratio in this authority has no application.

40. The Learned advocate for the management placed reliance on Union of India and Ors Vs. Nandakumar and Ors. 1998 Supreme Court cases L & S 332. Again this authority has no application looking to the facts of the case. I have already observed above the concerned workmen employed not more than 29 hours per week. They were doing the work of that much period from day one. Therefore they are entitled to 3/4th scale from the date of the initial appointment.

41. The management also placed reliance on Municipal Corporation of Billaspur and Anr. Vs. Virsingh Rajput and Ors. 1998 II LLJ 627. Again 3497 GI/98—13.

the facts of this case are different than the facts before me. It has no application. For the reasons stated above I record my findings on the issues accordingly and pass the following order :

ORDER

1. The action of the management of Canara Bank Mumbai in not regularising the services of Shri Umesh Kotian and six others, all part time employees on 3/4th scale w.e.f. the dates indicated in the annexure is not legal and not justified.
2. The management is directed to treat them all part time employees on 3/4th scale from the date of their initial appointment as shown in the reference.
3. The management is directed to make the due payments to them on the above said basis deducting the payments already made.

S. B. PANSE, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 1998

का.आ. 93—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में, निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-12-98 को प्राप्त हुआ था।

[सं. एल-12012/112/91-आई.आर. (बी.-II)]

सी. गंगाधरन, डेस्क अधिकारी

New Delhi, the 23rd December, 1998

S.O. 93.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 21-12-1998.

[No. L-12012/112/91-IR(B-II)]

C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : NEW DELHI

I. D. No. 90/91

In the matter of dispute :

BETWEEN

Shri Ashok Shaliwan through
Zonal Secretary,
Syndicate Bank Staff Association,
Neclam Bata Road,
N.I.T. Faridabad.

Versus

Up Maha Prabandhak,
Syndicate Bank,
Zonal Office,
Sarojini House,
6. Bhagwan Dass Road,
New Delhi.

APPEARANCES :

None for the workman.

Shri Rajesh Mahendru for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/112/91-I.R. (B-2) dated Nil has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management of Syndicate Bank in recovering the amount of Rs. 704.52p paid as special allowance for Shri Ashok Shaliwan is justified? If not, to what relief is the workman entitled?”

2. The workman in his statement of claim stated that the service conditions of the employees in the bank are governed under the provisions of Sastry Award as modified from time to time and the Bipartite Settlements. Employees performing certain special duties were being paid special allowance. The workman was superseded in the allotment of special allowance post during the period 15-10-83 to 31-3-87 in as much as Shri S. K. Sharma was given 3 chances. Anil Goel junior to the workman was also given three chances whereas the workman was given two chances during the aforesaid period. It was also stated in the statement of claim that although he represented for allotment of special allowance duty but his request was declined. His representation was considered favourably by the Zonal Officer and amount of Rs. 704.52p was credited to his account. After a lapse of two years it was represented that the sum of Rs. 704.52p was part erroneously to the workman and as he had not performed the duties of Cashier during the period 1st December to 3rd March, 1987 and as such was not entitled to the special allowance and the recovery proceedings were initiated against him by the management. It has been stated in the statement of claim that the workman was entitled to this amount and was being wrongly deducted. The allowance had been paid to him alleging payment

to all other workmen who were entitled at the relevant time, and there was no question of actual performance of work in these cases.

3. The Management in its written statement alleged that there was no rule regarding the allotment of work regarding special allowance and it was exclusive prerogative of the Management keeping in view the circumstances of services, bank interest and customers services. The workman has no right to claim such special allowance without performance of special allowance duties. The discretion was with the Manager for entrustment of the duties which was dealt with but there has been settlement between the recognised union of the bank and the management on the entrustment of special allowance duties in the bank effective from 1st August, 1987 (Circular No. 128/87). The Management was fully justified in making recovery of the said amount which has been wrongly paid to the workman but has not performed the duties.

4. Management examined Shri Laxminarayan MW1 and the workman himself appeared as WW1 in support of its case.

5. I have heard representatives for the parties and have gone through the record.

6. This is not disputed that the workman had been performing the duties against the post carrying special allowance. As a matter of principle special allowance is payable for the work done by the workman in addition to his normal duties. The workman in this case has not done any such special duties for which he could have been paid the special allowance. The ground of the workman that his junior was given special allowance whereas he was given special allowance duties two times has no consequence in as much as disentrustment of duty was the discretion of the local management Branch Manager keeping in view the administrative convenience and customer services. The period for which he was entitled to be given duties of the special allowance post was from April, 1987 to July, 1987. It was for this period that the management had agreed to pay him the allowance but due to erroneous facts as he had not actually performed duties during this period, he was allowed to perform the duties in the next quarter by the management. In view of this entire discussion above, I am of the opinion that special allowance cannot be paid for the period for which duties have not been performed on the special allowance carrying post. Management was, therefore, justified in recovering the said amount which has been credited to his account erroneously. Parties are, however, left to bear their own costs.

12.11.1998.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 23 दिसम्बर, 1998

का.आ. 94.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-12-98 को प्राप्त हुआ था।

[सं. एल-12012/130/95-आई.आर. (बी.-II)]
सौ. गंगाधरन, डस्क अधिकारी

New Delhi, the 23rd December, 1998

S.O. 94.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workman, which was received by the Central Government on 21-12-1998.

[No. L-12012/130/95-IR (B-II)]
C. GANGADHARAN, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESID-
ING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, KANPUR

Industrial Dispute No. 44 of 96

In the matter of Dispute :

BETWEEN

Rajaishwar P. Goyle,
State Executive Member,
U.P. Bank Workers Organisation,
117 Chandra Nagar,
Dehradun.

AND

Regional Manager,
Bank of India,
Regional Officer,
43, Navyouge Market,
Ghaziabad.

AWARD

1. Central Government Ministry of Labour new Delhi vide its Notification No. L-12012/130/95-I.R. (B-II) dated 2-4-96 has referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Bank of India Ghaziabad in imposing the punishment of stoppage of Four annual increments with cumulative affect on

Sh. Vinod Kumar Guliani Clerk vide their order dt. 14-6-1984 is legal and justified ? If not what relief is the said workman entitled to ?”

1. सम्बन्धित श्रमिक विनोद कुमार गुल्यानी प्रतिनिधि बैंक ऑफ इण्डिया की मेरठ शाखा में बतौर रोकड़िया लिपिक के कार्यरत थे उनको 1-12-81 को एक आरोप पत्र दिया गया जिसकी प्रति Ex. M/1 है। बैंक के अधिकारी बी.के. तनेजा को जांच अधिकारी नियुक्त किया गया, उन्होंने अपनी जांच पूरी करके अपनी रिपोर्ट दिनांक 7-12-83 को प्रेषित की जिसके आधार पर अनुशासनिक अधिकारी ने अपने आदेश दिनांक 23-4-84 द्वारा डिसमिस कर दिया उसके विरुद्ध सम्बन्धित श्रमिक ने अपील किया। आदेश दिनांक 14-6-84 के आदेश द्वारा सम्बन्धित श्रमिक की अपील पर डिसमिसल आर्डर के बजाय Stopage of Four annual increments with cumulative पारित किया

2. सम्बन्धित श्रमिक इस आदेश से खिन्न होकर प्रस्तुत सन्तुष्ट आदेश करीया है।

3. अपने लिखित कथन में सम्बन्धित श्रमिक ने घरेलू जांच की वैधता को चुनौती दी जब कि सेवायोजक ने अपना जवाब दावा में इस बातों से इन्कार किया अतः निर्मलखित प्रारम्भिक whether the domestic Enquiry conducted by the management was fair and proper

4. मेरे जांच रिपोर्ट तथा जांच से सम्बन्धित अभिलेखों का अवलोकन किया जांच अधिकारी के सामने सेवायोजक ने एम. के. सिंह, आर. के. खन्ना व श्रीमती बृजवाला ठाकुर की साक्ष्य कराई गई और अभिलेखों भी दाखिल किया सम्बन्धित श्रमिक 8-गवाह पेश किए मगर अपने को पेश नहीं किया।

मेरे विचार से जांच अधिकारी ने अपनी रिपोर्ट के समर्थन में सन्तोषजनक कारण लिखे हैं चूंकि सम्बन्धित श्रमिक ने अपनी साक्ष्य नहीं कराई इसलिए उसका केस और भी बलहीन हो जाता है।

5. लिखित कथन में आपत्ति उठाई है कि शिकायतकर्ता ने अपनी रिपोर्ट वापस ले ली इस लिए अनुशासनिक कार्यवाही की जरूरत नहीं थी। मेरे राय में बैंक ने इस रिपोर्ट को सही ढंग से नहीं माना क्योंकि बाद में सम्बन्धित श्रमिक ने शिकायतकर्ता को सन्तुष्ट कर दिया था।

6. सम्बन्धित श्रमिक की यह भी आपत्ति है कि उसकी शिकायत की नकल नहीं दी गई प्रारम्भिक जांच अधिकारी को नहीं पेश किया गया और टेलर को गवाही में पेश नहीं किया। मेरी राय में इन कमियों से फाईन्डिंग दोषित नहीं होती है क्योंकि सम्बन्धित श्रमिक ने अपने को गवाही में पेश नहीं किया।

7. अतः मैं इस निष्कर्ष पर पहुँचता हूँ कि घरेलू जाँच सही ढंग से की गई है।

8. चूँकि इस केस में दण्ड सेवा समाप्त से कम है इसलिए इसमें धारा—11-ए, औद्योगिक विवाद अधिनियम के अन्तर्गत हस्तक्षेप करने का अधिकार इस औद्योगिक न्यायाधिकरण को नहीं है।

9. अतः मेरा निर्णय है सम्बन्धित श्रमिक को दण्ड सही दिया गया और वह कोई अनुतोष पाने का अधिकारी नहीं है।

बी. के. श्रीवास्तव, पीठासीन अधिकारी

नई दिल्ली, 10 दिसम्बर, 1998

का.आ. 95.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस सी सी एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-12-98 को प्राप्त हुआ था।

[सं. एल-22012/112/97-आई.आर(सी-II)]

वी. के. राजन, डेस्क अधिकारी

New Delhi, the 10th December, 1998

S.O. 95.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.C.C.L. and their workman, which was received by the Central Government on the 9-12-1998.

[No. L-22012/112/97-IR(C-II)]

V. K. RAJAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-II, AT HYDERABAD

PRESENT :

Shri G. Bhoopathi Reddy, B.A., LL.B., Chairman.

Dated 6th November, 1998

I. D. No. 59 of 1998

(CENTRAL)

BETWEEN

The General Secretary,
G.L.B.G.K. Sangh (IFTU),
GL BGKS State Committee,
Kothagudem-507107.

.. Petitioner.

AND

The General Manager (Per.),
S.C.C.L., H.O. Kothagudem,
Khammam District.

Respondent.

APPEARANCES :

1. Petitioner being called absent.
2. Sri J. Parthasarathi, Advocate for the Respondent.

AWARD

This is a reference made by the Central Government under clause (d) of Sub-section (1) and sub-section 2(A) of section 10 of the I.D. Act, 1947 through the order No. L-22012/112/97-IR (CIT) Ministry of Labour dated 19-3-98 for adjudication of dispute mentioned in the schedule of the order as follows :—

“Whether the action of the management of SCCL., in not extending the facility of special dust allowance to the workers of long wall machine mining, CSP and open cast at par with others working in same industry is legal and justified? If so to what relief are the workmen entitled?”

This dispute was numbered on 26-8-1998 and the notices were issued to both the parties. Since the notice of the petitioner was returned unserved again a fresh notice of ordered to be sent to the petitioner on 9-10-1998 and the case was posted to 6-11-1998.

Finally today i.e., on 6-11-1998 the petitioner notice returned unserved for want of correct address. Hence I.D. dismissed without costs.

In the result the reference is closed.

Dictated to the Typist, corrected by me and given under my hand and the seal of this Tribunal on 6th day of November, 1998.

G. BHOOPATHI REDDY, Chairman

APPENDIX OF EVIDENCE

No oral or documentary evidence has been produced on either side.

नई दिल्ली, 10 दिसम्बर, 1998

का.आ. 97.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-12-98 को प्राप्त हुआ था।

[सं. एल-22012/97/97 आई.आर(सी-II)]

वी. के. राजन, डेस्क अधिकारी

New Delhi, the 10th December, 1998

S.O. 96.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. E.C. Ltd. and their workman, which was received by the Central Government on 9-12-1998.

[No. L-22012/97/97-IR(C-II)]

V. K. RAJAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

REFERENCE NO. 3 OF 1998

PRESENT :

Shri R. S. Mishra, Presiding Officer.

PARTIES :

Employers in relation to the management of Chora Colliery of M/s. E. C. Ltd.,

AND

Their Workman

APPEARANCES :

For the Employer—None.
For the Workman—None.

INDUSTRY : Coal,

STATE: West Bengal.

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Government of India, Ministry of Labour's Order No. L-22012/97/97-IR (C.II) dated 5-3-98.

"Whether the action of management of Chora Colliery under Kenda Area of M/s. E.C.L. in terminating the services of Shri Balchand Harijan is legal and justified? If not, to what relief the workman concerned is entitled?"

2. The union neither appears nor takes any steps. Apparently no more interested in the dispute.

3. Hence 'No Dispute Award' is passed.

R. S. MISHRA, Presiding Officer

नई दिल्ली, 15 दिसम्बर, 1998

का.आ. 97.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महावीर माइनिंग कॉर्पोरेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-12-98 को प्राप्त हुआ था।

[सं. एल-29011/14/92-आई.आर.(विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 15th December, 1998

S.O. 97.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Mahavir Mining Corporation and their workman, which was received by the Central Government on 15-12-98.

[No. L-29011/14/92-IR (Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2), AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947.

Reference No. 16 of 1993

PARTIES :

Employers in relation to the management of Mahavir Mining Corporation, P.O. Rajmahal, Distt. Sahabganj and their workmen,

APPEARANCES :

On behalf of the workmen.—None.

On behalf of the employers.—None.

STATE : Bihar,

INDUSTRY : Stone Mines.

Dated, Dhanbad, the 1st December, 1998

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-29011/14/92-IR (Misc.) dated the 18th March, 1993.

SCHEDULE

"KYA MESSRS MAHAVIR CORPORATION PROBANDHAN DWARA PANCH KARMOKARO KI SEWAMUKTI DHARA 25-F KA ULLANGHAN-KARNE EBAM USEY KARYA PAR WAPAS LENE SEY INKAR KARNA KYA WAJIB EBAM NAYAPRADA HAIN ? AGAR NEHI TO KARM-KAR KIS ANUTOSH KE HAKDAR HAIN ?"

2. Soon after the receipt of the order of reference notices were duly served upon the parties. But neither of the parties turned up nor took any steps. Then again and again notices were issued to them. But inspite of the issuance of notices the parties neither appeared nor took any steps. Under such circumstances, this Tribunal has been left with no other alternative but to pass a 'No dispute' award in this reference presuming that presently there is no dispute existing between the parties. The reference is thus disposed of accordingly.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 1998

का.आ. 98.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार में बी.सी.सी. एल. के प्रबंधन के संबद्ध योजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद-2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-98 को प्राप्त हुआ था।

[सं. एल-20012(48)/92-आई.आर.(सी-1)]

श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 21st December, 1998

S.O. 98.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad-II as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCC and their workman, which was received by the Central Government on 14-12-98.

[No. L-20012 (48)/92-IR (C-I)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947.

Reference No. 5 of 1993

PARTIES :

Employers in relation to the management of Kendwadih Colliery of M/s. B.C.C.L. and their workman.

APPEARANCES :

On behalf of the workmen.—None.

On behalf of the employers.—None.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 1st December, 1998

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (48)/92-I.R. (Coal-I) dated the 26th February, 1993.

SCHEDULE

"Whether the action of the management of Balihari Colliery of BCCL in not paying wages for the period from 21-10-85 to 11-8-88 to Shri P. C. Mehta and denying wages at par with those of the employees employed on similar nature of job in Moonidih Project of BCCL is justified ? If not, to what relief the workman is entitled to ?"

2. In this reference notices were issued to the parties for filing their respective W. S. and documents etc. But neither of the parties appeared before this Tribunal nor took any steps. Then again and again notices were served upon them. But in spite of the issuance of notices they abstained from appearing before this Tribunal and taking any steps. It therefore leads me to an inference that presently there is no dispute existing between the parties. Under such circumstances, this Tribunal has been left with no other alternative but to pass a 'No dispute' award. The reference is thus disposed of accordingly.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 1998.

क्र.सं. 99.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार में, सी.सी.एल. के प्रबंधन के संबंध में नियोजकों

और उनके कर्मचारों के बीच, अन्वय में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद-2 के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-98 को प्राप्त हुआ था।

[सं. एल-20012(127)/92-आई.आर. (सी-1)]

श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 21st December, 1998.

S.O. 99.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad-II as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL and their workman, which was received by the Central Government on 14-12-98.

[No. L-20012(127)/92-IR (C-I)]

S.S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947.

Reference No. 158 of 1993

PARTIES :

Employers in relation to the management of Kuju Colliery of M/s. C.C.L. and their workmen.

APPEARANCES :

On behalf of the workmen.—None.

On behalf of the employers.—None.

STATE : Bihar.

INDUSTRIAL : Coal.

Dated, Dhanbad, the 1st December, 1998

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (127)/92-I.D. (Coal-I), dated, the 21st September, 1993.

SCHEDULE

"Whether the retirement of Shri Dahan Manjhi, Ex-Driller of Kuju Colliery of M/s. CC Ltd., At & P.O. Kuju, Dist. Hazaribagh without giving the opportunity for medical examination to determine the age/date of birth of Shri Manjhi as per J.B.C.C.I. 76 is legal and justified ? If not, to what relief is Shri Dahan Manjhi is entitled to ?"

2. Soon after the receipt of the order of reference notices were duly served upon the parties. But neither of the parties turned up nor took any steps. Thereafter several adjournments were granted and notices were issued to them again and again. But in spite of the issuance of notices to them they neither appeared nor took any steps. It therefore leads me to an inference that presently there is no dispute existing between the parties. In the circumstances, I have no other alternative but to pass a 'No dispute' Award in this reference.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 1998

का.घा. 100.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै.बी.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण अनुबाध-2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-12-98 को प्राप्त हुआ था।

[सं. एल-20012(164)/91-आई.आर.(सी-I)]

श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 21st December, 1998

S.O. 100.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad II as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workman, which was received by the Central Government on 16-12-98.

[No. L-20012 (164)/I.R. (C-I)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947.

Reference No. 170 of 1991

PARTIES :

Employers in relation to the management of Kankane Colliery of M/s. B.C.C.L. and their workmen

APPEARANCES :

On behalf of the workmen.—None.

On behalf of the employers.—None.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 7th December, 1998

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 vide their Order No. L-20012(164)/91-I.R. (Coal-I), dated, the 3rd December, 1991.

SCHEDULE

"Whether the demand of Bihar Mines Lal Jahanda Mazdoor Union for promotion of S Shri N. K. Gupta and R. K. Sharma, as Asstt. Foreman (Electrical) in Technical & Supervisory Grade 'B' w.e.f. 10-9-86 and payment of arrears of wages is justified ? If so, to what relief they are entitled ?"

2. On issuance of the notices upon the parties the workman side filed their W. S. in the year 1994 and as against that the management side also filed W S cum-rejoinder in that year. But thereafter neither parties took any steps leading to the conclusion that neither of the parties is interested in proceeding further with the dispute as a result of which there is no justification to drag the reference month after month and as such a 'No dispute' Award is being passed on presuming that at present no dispute between the parties is in existence.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 1998

का.घा. 101.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाध-2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-12-98 को प्राप्त हुआ था।

[सं. एल-20012/324/92-आई.आर.(सी-I)]

श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 21st December, 1998

S.O. 101.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad-II as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. CCL and their workman, which was received by the Central Government on 16-12-98.

[No. L-20012 (324)/92-IR (C-D)]

S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947.

Reference No. 91 of 1993

PARTIES :

Employers in relation to the management of Jairangdih Colliery of M/s. CCL and their workmen.

APPEARANCES :

On behalf of the workmen.—None.

On behalf of the employers.—None.

Dated, Dhanbad, the 4th December, 1998

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (324)/92-IR (Coal-I) dated, the 9th November, 1993.

SCHEDULE

"Whether the deduction of wages of concerned workmen by the management of Jairangdih Colliery for 6th & 7th February, 1992 is justified and legal ? If not, to what relief are these workmen entitled ?"

2. Soon after the receipt of the order of reference notices were duly served upon the parties. But none of the parties turned up nor took any steps. Thereafter several adjournments were granted and then again notices were issued to them. But in spite of the issuance of notices to them both

the parties abstained from appearing before this Tribunal. It therefore leads me to an inference that presently there is no dispute existing between the parties. In the circumstances, this Tribunal has been left with no other alternative but to pass a 'No dispute' Award in this reference. The reference is thus disposed of accordingly.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 1998

का.आ. 102—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मै.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद-2 के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-98 को प्राप्त हुआ था।

[सं. एल-20012(377)/92-आईआर(सी-1)]

श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 21st December, 1998

S.O. 102.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad-II as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. C.C.L. and their workman, which was received by the Central Government on 14-12-98.

[No. L-20012/(377)/92-IR(C-I)]
S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 82 of 1993

PARTIES :

Employers in relation to the management of Moonidih Project of M/s. B.C.C.L. and their workmen.

APPEARANCES :

On behalf of the workmen : None.

On behalf of the employers : None.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 4th December, 1998

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (377)/92-I.R. (Coal-I), dated, the 5th July, 1993 :

SCHEDULE

"Whether the action of the management of Moonidih Project of M/s. BCCCL, P.O. Moonidih, District Dhanbad in dismissing Shri Ataul Rahaman, Electrician from the services of the Company is justified? If not, to what relief the workman is entitled?"

2. Soon after the receipt of the order of reference notices were duly served upon the parties. But both the parties abstained from appearing before this Tribunal. Then again and again notices were served upon them. But in spite of the issuance of notices they neither turned up nor took any steps. It therefore leads me to an inference that presently there is no dispute existing between the parties. In the circumstances, I have no other alternative but to pass a 'No Dispute' Award in this reference.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 1998

का.आ. 103—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन आयल कारपोरेशन लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-12-98 को प्राप्त हुआ था।

[सं. एल-30012/34/96-आई.आर. (सी.-I)]

श्याम सुन्दर गुप्ता, डेस्क अधिकारी

New Delhi, the 21st December, 1998

S.O. 103.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation Limited and their workman, which was received by the Central Government on 14-12-98.

[No. L-30012/34/96-IR(C-I)]
S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU, CHENNAI

Wednesday, the 23rd day of September, 1998

PRESENT :

Thiru S. Ashok Kumar, M.Sc., B.L., Industrial Tribunal.
Industrial Dispute No. 41 of 1998

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Indian Oil Corporation, Madras.)

BETWEEN

Shri A. K. Balachandran,
3/39, Parsy Flats, 19th C. C. Road,
M. K. Nagar, Madras-600039.

AND

The General Manager,
Indian Oil Corporation Ltd.,
139, Mungambakkam High Road,
Madras-600034.

REFERENCE :

Order No. L-30012/34/96-IR(Coal-I), Ministry of Labour, dated 28-2-98, Government of India, New Delhi.

This dispute coming on for final hearing on this day, upon perusing the reference, and other connected papers, in the presence of Sri T. S. Gopalan and Co. Advocate appearing for the respondent management, and the petitioner being absent, this Tribunal passed the following :

AWARD

This reference has been made for adjudication of the following issue :

"Whether the action of the management of Indian Oil Corporation in dismissing the services of Shri A. K. Balachandran with effect from 14-10-92 is legal and justified? If not, to what relief the concerned workman is entitled to?"

Petitioner called absent, Dismissed for default.

Dated, this the 23rd day of September, 1998.

S. ASHOK KUMAR, Industrial Tribunal

नई दिल्ली, 21 दिसम्बर, 1998

का.शा. 104—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इन्डियन ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधन के सबूत नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में, निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-1, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-12-98 को प्राप्त हुआ था।

[क. एन-30012/82/96—आई.आर. (सी-II)]
श्याम सुन्दर गुप्ता, ईस्क अधिकारी

New Delhi, the 21st December, 1998

S.O. 104.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Oil Corporation Ltd. and their workman, which was received by the Central Government on 15-12-98.

[No. L-30012/82/96-ER(C-I)]

S. S. GUPTA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 40 of 1997

PARTIES:

Employers in relation to the management of Haldia Refinery of M/s. Indian Oil Corporation Limited.

AND

Their workmen

PRESENT:

Mr. Justice A. K. Chakravarty, Presiding Officer.

APPEARANCE:

On behalf of Management: Mr. S. Padhi, Personnel and Admn. Manager and Mr. D. R. Khatua, Sr. Personnel and Admn. Officer.

On behalf of Workman: Mr. Jyotirmay Panda, General Secretary and Mr. Ram Krishna Giri, Secretary of the Union.

STATE: West Bengal.

INDUSTRY: Petroleum.

3497 GI/98—14.

AWARD

By Order No. L-30012/82/96-ER(Coal-I) dated 17th October, 1997 the Central Government in exercise of its powers under Sections 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Haldia Refinery of Indian Oil Corporation Ltd. in imposing the punishment on Shri J. N. Paul, Driver is legal and justified? If not, to what relief is the said workman entitled?"

2. Present reference has arisen at the instance of Indian Oil Corporation Ltd. Employees' Organisation, Haldia Refinery (in short the union) for setting aside the imposition of punishment upon the concerned workman J. N. Paul by the Indian Oil Corporation Ltd., Haldia Refinery (in short the management).

3. Union's case is that the management issued a chargesheet dated 8-8-1990 against the concerned workman under sub-clauses 9, 29, 40 and 44 of clause 19 of the certified standing orders of Haldia Refinery on the allegation that he had acted in an unmannerly way with Mr. H. S. Pramanick, Senior Electrical Engineer while making his grievance in respect of repair of his fan in his quarter. It was also alleged that he threatened and intimidated him and assaulted and abused him. The concerned workman in his reply dated 23rd August, 1990 denied the allegations made against him in the chargesheet. The management being apparently not satisfied with the explanation submitted by the concerned workman informed him that an enquiry proceeding will be held against him appointing one Mr. S. N. Rao, Senior Production Manager as Enquiry Officer to conduct the proceeding against the concerned workman. The Enquiry Officer found him guilty under sub-clause 46 of clause 19 of the standing orders of the Company. This clause relates to abusing or behaving unmannerly with the superior while on duty or outside. The disciplinary authority upon consideration of the enquiry proceeding and the enquiry report accepted the finding of the Enquiry Officer and directed withdrawal two annual increments of the concerned workman with cumulative effect by way of punishment. An appeal was preferred by the concerned workman against the said order before the Executive Director who was the appellate authority and he after careful consideration of the evidence on record reduced the punishment to withholding of one increment with cumulative effect. The workman again applied to the same Executive Director for reconsideration of his order of withholding of one increment but that prayer was rejected. The concerned workman thereafter approached the sponsoring union, which took up its case and ultimately it has resulted in the present reference. The union has challenged the finding of the Enquiry Officer on two grounds, namely, that, principles of natural justice were not adhered to in the enquiry proceeding and the findings of the Enquiry Officer is perverse. The union has accordingly prayed for holding that the action of the management is illegal and also for setting aside the order of punishment.

4. The management in its written statement denied the allegations of the union in so far as that relates to the challenge of the finding of the Enquiry Officer on the grounds of non-adherence to the principles of natural justice and perversity. The management has also taken the stand that the union has no locus standi to espouse the cause of the workman and also that the claim of the union should be rejected as the dispute was raised long after the imposition of the punishment in 1992. Management also stated that upon taking the utmost lenient view in the matter the workman was punished by withholding of one increment with cumulative effect. Management has also alleged that the Enquiry Officer has rightly held the concerned workman guilty of commission of disorderly or unmannerly conduct on the basis of the evidence on record. It denied that the Enquiry Officer had failed to appreciate the deposition of the witnesses examined in the enquiry as alleged by the union. Management also alleged that in case the Tribunal finds that the enquiry was not correctly held it should be given another opportunity to prove its case afresh by exami-

nation of the witness. The management thus prayed for dismissal of the case of the union.

5. The union filed a rejoinder denying the allegations of the management. It has alleged that it is entitled to raise the dispute and has reiterated its submission in respect of the finding of the Enquiry Officer.

6. Heard Mr. Padhi and Mr. Khatua appearing for the management and Mr. Panda and Mr. Giri appearing for the union.

7. In so far as the preliminary objection regarding the maintainability of the reference on account of the union's absence of locus standi to conduct the case on behalf of the concerned workman, no objection on this behalf was taken by the representative of the management at the time of argument. I also find from record that the union espoused the case properly. It may be that there was some delay in espousal of the case by the union, but in the industrial law there is hardly any question of limitation.

8. Coming to the merits of the case, I find that the Enquiry Officer had examined as many as four witnesses, namely, Mr. H. S. Pramanick in respect of whom the alleged offence was alleged to have been committed, Mr. D. P. Chakraborty, Mr. R. N. Bhosmik and C. R. Das who were alleged to have been present at the time of the incident. On behalf of the workman his representative N. C. Chakraborty produced Mr. Gokul Bara for examination.

9. Representative of the management pointed out that though the union has made some amendment in respect of its written statement in respect of sub-clause 40 of clause 19 of the Company's Standing Order, still then, nothing was said in respect of the offence for which the workman was charged and ground guilty in their written statement. He pointed out with reference to paragraph 7 of the written statement of the union that what was denied was in respect of threatening, intimidating, assaulting and abusing part of the charge in respect of which admittedly the concerned workman was not found guilty. He accordingly submitted that the union having no case in respect of the particular charge for which he was found guilty that no importance should be placed on the evidence adduced on behalf of the union in the matter before the Tribunal. I find substantial force in this contention of the representative of the management. As a matter of fact, I find that the challenge of the union in its written statement is directed against the finding of the Enquiry Officer in respect of the charge of threatening, intimidating, assaulting and abusing. That being so, there being hardly any allegation against the finding of the Enquiry Officer in respect of the disorderly conduct by the concerned workman, the union is to be held to have no case in respect of that particular charge with which the concerned workman was found guilty.

10. Be that as it may, since the union has adduced evidence in this matter by examining the concerned workman and the management also having examined one Mr. Bikash Paul, Deputy Manager, Personnel and Administration, I consider it necessary to examine the evidence on record to see how far the allegations against the finding of the Enquiry Officer by the union has been substantiated by the evidence. I find from the Enquiry Officer's report (vide Ext. M-2) that he held that the charge under sub-clause 9 of clause 19 of the Standing Order regarding drunkenness, riotous or disorderly behaviour within refinery area or any act subversive of discipline has not been proved. Similarly he found that charge under sub-clause 29 of clause 19 regarding threatening, intimidating, molesting or assaulting any employee inside the refinery premises or outside has not been proved. He also found that charge under sub-clause 44 of clause 19 of the Standing Order regarding doing of acts prejudicial to the interest of the company had not been established. The Enquiry Officer upon consideration of the evidence of PW-3 R. N. Bhosmik and Gokul Bara, the witness examined on behalf of the workman came to the conclusion that the management has succeeded in proving the charge of behaving in an unmannerly fashion with the superior authority by the concerned workman. I fail to understand why the Enquiry Officer did not take into consideration the evidence of

Mr. Pramanick who was examined as witness No. 1. He narrated the incident in details and his cross-examination by the representative of the workman did not produce any result excepting that he was asked to make comment as he was not supported by the other witnesses in respect of his allegation regarding intimidation or assault part. Representative of the union wanted to state that since Mr. Pramanick made no comment on the question of the representative of the workman in respect of absence of support about the details of the case that he should not be believed. I am not in a position to agree with this contention. PW-2, who could not recognise the person at least stated that there was angry exchange of words between an unknown person and Mr. Pramanick. Representative of the union also took objection as PW-2 was not allowed to be cross-examined by the representative of the workman. There is nothing in the enquiry proceeding to show that any such objection was taken before the Enquiry Officer. It is also unbelievable that the Enquiry Officer will not allow one of the witnesses to be cross-examined as he had allowed the other witnesses to be cross-examined. Absence of cross-examination of this witness does not, therefore, suggest that he was not allowed to be cross-examined. Rather, it indicates that the representative of the workman declined to cross-examine him. Be that as it may, it is clear from the evidence of the management's witnesses that there was an altercation. It may be that PW-2 failed to recognise a man who was shouting but he testified about the shouting and from the evidence of PW-1 and PW-3 it is clear that the shouting was made by the concerned workman at the cinema hall when Mr. Pramanick was seeing a cinema show with his family. Workman's witness Mr. Gokul Bara having also supported the evidence of the management in this matter that there was an altercation between the concerned workman and Mr. Pramanick, the Enquiry Officer was absolutely justified in his find that the charge against the concerned workman in respect of unmannerly conduct was proved as the concerned workman had no business to go to the cinema hall and make shouting there when Mr. Pramanick was witnessing a cinema show with his family which was outside the office hours.

10. Admission of the guilt by the concerned workman will also be apparent from Ext. M-3 which is an appeal for review of the waiver of stoppage of increment. There he admitted that there was altercation/conversation which was the outburst of the concerned workman for non-attending his complaint. It has not been proved that Mr. Pramanick was duty bound to attend to his complaint at that point of time or he was under any obligation to attend to the complaint made by the concerned workman. It also appears from this document that he sought for apology for the incident occurred on 30-7-1990. No question of apology by any person can occur unless he is guilty of the charge made against him. In the above circumstances, I find nothing to disagree with the finding of the Enquiry Officer. An objection was also taken on behalf of the union for non-examination of the concerned workman. If the representative of the concerned workman cared not to produce him before the Enquiry Officer for examination the fault certainly does not lie upon the Enquiry Officer and that does not militate in any way against the principles of natural justice.

11. So, upon consideration of the facts and circumstances of the case, I am of the opinion that the Enquiry Officer was justified in respect of the finding. In respect of the punishment imposed upon the concerned workman it was submitted that the offence committed by the concerned workman being minor in nature, he should not have been punished with withholding of even one increment with cumulative effect. It was submitted on behalf of the management that the Tribunal should not be little the offence of the concerned workman because that will affect the discipline of punishment. I have carefully considered the question of the management. Initially the disciplinary authority imposed the punishment of withholding of two increments with cumulative effect, but subsequently on appeal by the concerned workman the punishment was reduced to withholding of one increment with cumulative effect. Upon careful consideration of the submissions made in this respect by both the parties, I am of the opinion that the punishment imposed upon the workman is slightly more severe than what ought to have been imposed

upon him. In my opinion, withholding of one increment upto December, 1998 will be enough punishment for the concerned workman for the offence he had been found to have committed. The management accordingly shall restore usual increment, of the concerned workman after 1998 when his next annual increment shall fall due.

This is my Award.

Dated, Calcutta,

The 2nd December, 1998.

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 1998

का. आ. 105 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एअर इंडिया लिमि. के प्रबन्धन के संघर्ष नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुंबई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-12-98 को प्राप्त हुआ था।

[सं. एल-11012(35)/96-आई. आर. (सी-I)]
श्याम सुंदर गुप्ता, डेस्क अधिकारी

New Delhi, the 21st December, 1998

S.O. 105.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of AIR INDIA LTD. and their workman, which was received by the Central Government on 17-12-98.

[No. L-11012(35)/96-IR (C-I)]
S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II

MUMBAI

PRSEENT

SHRI S. B. PANSE

RESIDING OFFICER

REFERENCE NO. CGIT-2/75 of 1997

EMPLOYERS IN RELATION TO THE MANAGE-
MENT OF AIR INDIA LTD.

AND

THEIR WORKMEN

APPEARANCES :

FOR THE EMPLOYER : M/s. Bhasin & Co.,
Advocates.

FOR THE WORKMEN : Mr. J. G. Gadkari
Advocate.

Mumbai, dated 26th November, 1998

AWARD

The Government of India, Ministry of Labour by its order No. L-11012(35)/96-IR (Coal-I), dated 15-10-97 has referred to the following Industrial Dispute for adjudication.

"Whether the demands of the Air India Aircraft Engineers Association, namely,

- (i) that the job of certification of aircraft at any place, whether in India or abroad, should only be done by Aircraft Engineers who belong to the workmen category ;
- (ii) that all foreign postings, for certification, should be made strictly, in accordance with the norms agreed to, bilaterally, between the management and the Association in 1979 are justified ? If so, to what relief are the Engineers entitled ?"

2. Air India Aircraft Engineers Association (hereinafter called as an Association) in its statement of claim (Exhibit-6) contended that certain categories of aircraft engineers are classified as 'workmen'. In an Award of the National Industrial Tribunal and also under the agreement between the management of Air India (hereinafter called as management) dtd. 28th November, 1989. The designations were revised later on.

3. The Association pleaded that in an agreement of 1965 and of 5th October, 1972 the work of certification was entrusted to workmen. In Bilateral agreement dated 28th November '89 the workmen represented by the Association were redesignated as :

Standardisation of designations;

Existing designation	Revised designation
(i) AME-III/ARME-III/ Engineer-III/Inspector	Asst. Aircraft Engineer
(ii) AME-II/ARME-II/ Engineer-II/Inspector A/ AME-I/ARME-I/ Engineer-I	Aircraft Engineer
(iii) Assistant Superintendent	Sr. Aircraft Engineer

In addition to the above, the workmen who shall be placed in a grade higher than that of Assistant Superintendent will be designated as Deputy Chief Aircraft Engineer.

4. The Association asserts that under the above agreement also the work of certification remains to be carried out by the workman. It is very clear from the provisions regarding the certification

that the same is to be done by the workman only and not the Executives personally even though they may be qualified Engineer having the licence for certification given by the Director General of Civil Aviation herein after called as a D.G.C.A).

5. The Association submits that the work of certification allotted to workmen continued by the settlement dated 2/3-5-96. It states that Aircraft Engineers (workmen) means Assistant Aircraft Engineer, Aircraft Engineer, Senior Aircraft Engineer and Deputy Chief Aircraft Engineer.

6. The Association states that it is a practice to have consultation between the parties in respect of foreign posting which are likely to fall vacant in near future. As such the meetings were held to decide to fill up the posting which were falling vacant between December '95 to June '96. They were fixed and frozen. It was confirmed by the management. Further the management changed the posting in the list and decided to post Assistant General Manager, Deputy General Manager to some of lucrative stations and entrusted them with the work of certification. The lucrative postings at Tokyo, New York, London and Dubai were given to executives. The Association asserts that the foreign postings of the workmen is not an empty formality. Such postings carry substantial financial benefits for the workman. It is collective right of the workman to get those postings and the work of certification. The management wants to transfer the duties and responsibilities of certification of aircraft and equipments to executive staff at least in part and established in case of foreign postings. This action of the management is grossly unfair motivated and against the settlement.

7. The Association submits that in various discussions between the parties the procedure is involved for drawing up of a seniority list of engineers for temporary/permanent postings to India and Foreign stations. The management confirmed it by its letter dtd. 21/2/80. Paragraph 6 of that letter gives the procedure to be adopted for preparation of seniority list for posting at out station. It is also mentioned that in case of any deviation from seniority the Association would be taken into confidence.

8. The Association therefore prays that the Award be made declaring that it is and would be illegal and unfair for the management to post other persons than workmen for certification and direct the management to prepare a seniority list for such a posting and grant other reliefs with costs which are suitable.

9. The management resisted the claim by the Workmen Settlement (Exhibit-3). It is averred

that the dispute involved is not 'Industrial Dispute' contemplated under section 2K of the Industrial Disputes Act of 1947. The reliefs which the Association wants is infringement on the rights of the management and is outside the scope of the reference. The term of reference does not allow to interpret the terms of settlement. The Tribunal cannot traverse beyond it.

10. The management denied that the work of certification is to be carried out by workman only. It is submitted that the Executive Engineers who possess the required certification, licence to certify the aircraft from the DGCA and approved by the quality control manager of Air India can do it. It is denied that the Bilateral agreements authorised only workmen to carry out the job of certification. Even the provisions of Aircraft Act and the rules entitles executive Aircraft Engineers holding requisite licence issued by DGCA to do the work of certification of the aircrafts.

11. The management pleaded that they were posting workmen and licenced executive engineers to out stations for the past several years for the purpose of certification. In that case Executive Engineers are called Regional Maintenance Managers. The Association had taken different stands and issued illegal directions to its members. It resulted into dispute in the company. The management was forced to review the domestic and foreign postings norms by which it would decide deploying workmen and executive engineers. The management had posted Executive Engineers at Tokyo, New York, London, Dubai, Delhi and Madras to certify the flights on base stations. The review of norms is not within the scope of terms of reference.

12. The management averred that the postings at out stations are done according to the requirement of the company. At some stations the management had handed over the certification to other airlines depending upon the feasibility and economic considerations. It is averred that maintenance managers at Singapore, Muscat and Dubai are executives. Since the workmen (aircraft engineers) who were functioning as maintenance engineers in these stations except the promotions to the Executive posts. They were retained through this maintenance Manager. They are allowed to complete their tenure.

13. The management submitted that other engineers who are ear marked have accepted the new stations as per the revised criteria which clearly indicates that they have accepted the change and appreciated the policy of the company. The Executive Engineers are not outsiders but promotees of the workman category of aircraft engineers only.

14. The management pleaded that so far as norms of postings applicable to the post where the management has decided to depute Engineers from workmen category are concerned management is abided by the terms of settlement between the parties.

15. The management submits that the Association is not entitled to any of the reliefs. It is prayed that the reference may be rejected with costs.

16. The Association filed a Rejoinder at Exhibit-9. It is contended that since 1965 the provisions has been made that the work of inspection and certification will be done only by aircraft engineers employed by Corporation. It is only in exceptional cases licence aircraft engineers who are not workmen do certification. The definition of aircraft engineer given in agreement of 1996 is to be taken into consideration while reading other clause including clause-14. It is therefore the contention of management that several qualified/licenced aircraft engineer in any category whatsoever can do licensing and certification is without any merit.

17. The Association submits that the management is confusing between certification and normal duties of different categories of employees. The maintenance system manual and under the provisions of agreement the job of certification can be entrusted to any other category of employees other than those employees as aircraft engineers. The Association reiterated its claim and contradicted contentions taken in the written statement by the management. It is prayed that the reliefs prayed in the Statement of Claim may be granted to it.

18. The issues that fall for my consideration and my findings there on are as follows :

Issues	Findings
1. Whether the demand of Association viz. that the job of certification of aircraft had any place whether in India or abroad should only be done by aircraft engineers who belong to the workmen category?	Yes, only in normal circumstances as contemplated under the Bilateral Settlements.
2. Whether the demand of the Association that all foreign postings for certification should be made strictly in accordance of the norms agreed to Bilaterally between the management and the Association in 1979 are justified?	Yes.

3. If so, to what relief are the engineers entitled to? As per order.

REASONS

19. The Association filed a purshis (Ex-12) contending that they do not want to lead any oral evidence. They relied upon the terms of settlements. In other words they relied upon inspection report (Exhibit-19) recorded notes (Ex-10/pg. 1, 2, 3), recitals of settlement of 1996 (Ex-23) and extract of maintenance systems (Ex-24).

20. The management lead oral evidence of Mr. D. G. Nair, General Manager (Exhibit-15) and Mr. S. A. Deshmukh (Ex-22), Additional General Manager. They also relied upon the documents on the record and other provisions of law. From the testimony of Nair and Deshmukh it reveals that no aircraft can undertake flights unless the certificate of air worthiness issued by DGCA. The DGCA will not renew such a certificate unless all required maintenance work on the aircraft is complied with by Air India. The requirement of maintenance work is decided by the Quality control and technical service division (QC & TC) on the basis of the maintenance planning documents furnished by the manufacturer of the aircraft and the Indian DGCA requirements.

21. QC & TC laid down schedules of checks to be carried out on aircraft. They are :—

1. Transit check.
2. Base Transit check.
3. 100 Hrs. Check/75 Hrs. Check.
4. Check A.
5. Multiples of Check A i.e. 2A, 3A, 4 and 6A
6. Check C.
7. Check D

22. The checks are carried out by such aircraft Engineers who are holders of licence to carry out such checks issued by DGCA India. There are five types of licences viz. :—

1. A (Airframe)
2. C (Engines)
3. E (Electricals)
4. I (Instruments)
5. R (Radio)

23. There are seven categories of aircraft engineers :

1. Assistant Aircraft Engineer
2. Aircraft Engineer.
3. Senior Aircraft Engineer
4. Deputy Chief Aircraft Engineer
5. Assistant Manager.
6. Deputy General Manager.
7. Additional General Manager.
8. General Manager.
9. Director of Engineering.

The first four are workmen and the remaining three are in the executive cadre. The promotion to the executive cadre is from workmen category. The eligibility criteria with regard to certification and licences are the same in the case of Executive Engineers as well as aircraft engineers in the workmen category.

25. Deshmukh affirms that aircraft engineers though entitled to carry out various checks is not entitled to certify the checks carried out by him independently. Mostly Executive Engineers signed the certificates in respect of the checks carried out by such aircraft engineers. He affirmed that transit checks are carried out at all stations other than Bombay. In exceptional cases it is carried out at Bombay. These checks are carried by aircraft engineers who are holding the licence 'A' & 'C' i.e. (airframe engine). The base transit checks are carried out at Bombay and in exceptional circumstances at other stations. It is carried out by Aircraft Engineers who are having licences 'A' & 'C' and 'R' category. He further affirms checks 'A' is carried out only at Bombay. To do this check aircraft engineers having licence of 'A', 'C', 'E', 'I' and 'R' are required multiple of check 'A'. Check 'C' are to be carried out by different Aircraft Engineers having different types of licences. He affirms that for carrying out various checks, various licence holders are employed for the number of days depending upon the type of check to be carried out. The ultimate certification is not done by all licence holders who have worked while carrying out checks but by the Executive Engineers.

26. Deshmukh affirms that Executives have carried out such checks. He produced the statement (C) 7 (D) alongwith his affidavit which is produced by way of Examination-in-Chief to demonstrate the same. He also produced settlement (E) to establish that Executives who are posted at foreign stations have also carried out such checks. He deposed that inspection report (Ex-19) does not contain the report relating to even a single check carried out by E.I.R. licence holders on any aircraft.

27. When Mr. Nair was being cross examined he was asked to produce record of all difference checks for the period 1995, 1996 and 1997. But later on the inspection was taken and Association filed a report which is at Exhibit-19. Exhibit-27/1

is a letter dtd. 25-6-98 written by Mr. Deshmukh to the President of Association. It states that "as agreed between the advocates of the management and Union at CGIT today you are here by requested to take inspection of the following documents in connection with the above said reference". They had given the timings and the documents mentioned are as :

1. Major checks of 2 aircraft of each type for the years 1995, 1996 and 1997.
2. Flight release certificate for the years 1995, 1996 and 1997.
3. Transit checks/check B (Sample)
4. Flight Reports for the last six months.

28. The report (Ex-19) clearly states that :

Checks 'A' & 'P'	Column-I	Column-II	Column-III
Year	Total number of Inspection/certification	Number of Inspection signed by Executive	Percentage Column II to column I
1	2	3	4
1995	13040	168	1.29%
1996	15135	570	3.77%
1997	30068	217	0.72%
Checks 'B'			
1995	571	12	2.1%
1996	558	49	8.78%
1997	593	09	1.52%
Transit checks			
June 1997 to December 1997	2604	38	1.46%

the percentage of checks clearly demonstrate that the executives have done the work of checking occasionally. The report supports the case of Association. It cannot be said that the Association had carried out the sample checks to suit their claim. There is no allegation to that effect. It can be further seen that in the report it is categorically mentioned that they were informed that the reports of transit checks prior to June '97 are not available. In the cross-examination Mr. Deshmukh affirmed that that record is available in the micro tapes. It is not their case that the tapes were made available to the concerned parties at the time of inspection. Now they cannot turn back and say that so far as the transit checks are concerned the inspection was

not carried out. I would like to concentrate the certification carried out by these executives in the year 1995 which clearly go to show that the percentage is very low. After the settlement in 1996 the position also continues to be the same.

29. Nair (Ex-15) the General Manager had not done any periodical checks for last three to five years. He claims to be head of the team who carried out the checks. He accepts that he had not signed it. He is not in a position to tell if the periodical checks are signed by the engineers had not executive nor managerial who accepts that percentage of checks carried out by executives is very low. This supports the inspection report (Exhibit-19).

30. Mr. Nair admits that in New York Executive Engineers sign the checks once in a week because engineers who do that work are on weekly off on that day. He further states that except Bombay Executive Engineers signs these checks only when the ground engineers are on weekly off or on leave or not available or that they want Executive Engineers to check it and sign. He affirmed that when a foreign posting is there to an executive engineer he has to do the job of certification when necessary. But after 1/1/96 some more executives are posted abroad with assignment to do the work regularly in respect of certification. By and large his testimony supports the theory of the association.

31. Mr. Deshmukh, Additional General Manager appears to have entered into the witness box to fill up the lacunae and patch up the damage done by the evidence of Mr. Nair. He affirmed that he differs the statement of Mr. Nair that in the year 1996 the Executive Engineers were doing certification only in absence of regular aircraft engineers. But he accepts prior to 1996 at all these places the aircraft engineers were doing the job of certification. He further states that executives are also aircraft engineers.

32. Now on the back ground of this oral evidence it is to be seen whether the documentary evidence supports the theory put by the management or it is contrary to it. If it is so the oral evidence is to be discarded. I have already referred to above Bilateral agreement dtd. 29th November, 1989 which redesignated the workman cadre. Clause-6 of the said agreement deals with certification. It states that under normal circumstances inspection and/or certification of Air India aircraft/engines/equipment shall be done only by an aircraft engineer employed by the Corporation. The Corporation may by exception provide certification by DGCA approved agencies one frequency is less than three services per week. Exhibit-23 is the Bilateral settlement dtd. 2/3-5-96 Paragraph-1 of the settlement states that aircraft engineer means Assistant Aircraft Engineer, Aircraft Engineer, Senior Aircraft Engineer

and Deputy Chief Aircraft Engineer. This definition is to be taken in to consideration while giving the meaning to the word Aircraft Engineer whenever necessary. Clause-7 of the settlement deals with performance projective link incentive scheme. Its details are at Annexure 'C' & 'D'

33. Paragraph-14 of Annexure 'C' reads as follows :

"Under normal circumstances, inspection and/or certification of Air India registered aircraft/engines/equipment shall be done only by an Aircraft Engineer employed by the company. The company may, by exception, provide certification by a DGCA approved agency at any station if the number of flights serviced by Air India registered aircraft to that station are less than four per week."

34. A plain reading of all these provisions which I have narrated above clearly go to show that the work of certification in normal circumstances is to be carried out by aircraft engineers in a workman category. It is tried to argue on behalf of the management that executives are holding licences given by DGCA. They have to carry out certification to continue the licence. This argument was based on the aircraft rules chapter-VI which deals with air worthiness. Rule-61 deals with licensing of aircraft maintenance engineers. From perusal of sub clause-7 of the rule it is clear that the licence Act remain valid if the work of certification is done in the supervisory category. I therefore find no merit in the argument that if executives are not allowed to do the work of certification the licence will become invalid. It can be further seen that from the inspection report and from the testimony of Nair looking to the percentage work of certification carried out by executives that work itself and the work of supervision of superintends must be entitling them to keep their licences valid. It can be further seen that licence is a permission or a qualification to do certification. It cannot be said that as a right or privilege that a person holding the licence is entitled to do the certification. It is not in dispute that executives are holding same type of licence issued by DGCA like that of the workman. It is tried to argue that after getting promotion from the workmen cadre to the executive if they are not allowed to do the work of certification their licence will become redundant. This argument is without any merit because these executives can do the supervisory work of certification. Infact which they are doing.

35. There is no dispute over the proposition that it is function of the management to decide which work is to be allowed to which category of employees. The management by settlement (Ex-23) decided to

give the work of certification in normal circumstances to the aircraft engineer in the workman category. The executives are to do that work when circumstances are not normal and other conditions which are mentioned in the said settlement and the earlier agreements.

36. The maintenance system manual (Ex-24) also supports the case of Association that the certification work in other words maintenance is to be carried out by the aircraft engineers in the workmen category.

37. The Learned Advocate for the management argued that no construction can be given to the settlement which is prejudicial to the executives who were not parties to the settlement. Certification is a work. The management decided to give it to the workmen and in exceptional all cases to the executives. I therefore find it not acceptable in this cases that the meaning of a settlement which is prejudicial to the executives should not be drawn.

38. The Learned Advocate for the management placed reliance on all India Centrals Bank Officers Federation Bombay and Ors. Vs. Central Bank of India Bombay and Anr. 1996 LAB IC 553. That was a case where there was a settlement where two types of employees clerical staff and officers represented by two separate unions or a federation. The fitment formula i.e. formula relating to placement of clerks on their promotion of post of officers arrived at between employer and union representing clerical staff. That formula is not binding on union or a Federation representing officers. Here in this case the settlement speaks of giving out work of certification to a particular cadre viz. workman. It is also mentioned in these settlements what should be done in normal circumstances. I therefore find that the ratio in this authority has no application looking to the facts before me.

39. In M/s. Tata Chemicals Ltd. Vs. Workman 1978 LAB IC 637. Their Lordships had considered scope of a settlement arrived at during conciliation proceedings and its binding nature. It is observed that the settlement arrived at by agreement between the employer and the workman otherwise than in the course of a conciliation proceedings is binding only on the parties to the agreement. The settlement arrived at in the course of Conciliation Proceedings under the Act is binding not only on the parties to the Industrial Dispute but also on other persons specified in Clause 'B', 'C' & 'D' of section 3 of section 18 of the Act. It is also observed that a major unions settlement with the employer will not be binding the minority union. Relying

upon it. It is tried to submit that the settlement which is arrived at between the management and the workman is not binding on the executives. I am not in position to accept the argument because what is to be seen here is what is the settlement and whether this management is acting as per it or not. The ratio given in this authority has no application.

40. In the reference it is stated that the job of certification of aircraft at any place whether in India or abroad should only be done by aircraft engineers who belong to workmen category. From the discussions which I have referred above it is very clear that the word's 'only' is incorrect. They are to that job in normal circumstances and in exceptional circumstances it is also done by executives. That is exactly what all these settlements speak out and what is actually followed prior to the dispute.

41. That takes me to the second issue regarding foreign posting. In paragraph 14 of W.S. the management contended that so far as norms of postings applicable to the posts whether the management has decided to depute engineers from the workmen category are concerned, management is abided by the terms of the settlement between the parties and the Association is not made out in case so far as this contention is concerned.

42. Paragraph 12 of the Rejoinder (Ex 9) deals with foreign postings. Its readiness clearly go to show that management did not violate the settlement. It did not post anybody in the workmen category at foreign stations violating the norms but in fact it promoted the workmen to the cadre of executives and posted at foreign stations to be the work of certification. So far as the posting is concerned it cannot be said as a violative but so far as allotment of work of certification is concerned it is not as per the settlement. There is nothing on the record to show that the circumstances are not normally and therefore these executives are required to do the work of certification.

43. In other words the case of the management is that they are ready and willing to follow the practice of giving foreign postings for certification as norms agreed bilaterally. In 1979, for all these reasons I record my findings on the issues accordingly and pass the following order :

ORDER

1. The demand of Air India Aircraft Engineers Associations namely, that the job of certification of aircraft at any place, whether in India or abroad, should only be done by Aircraft Engineers who belong to workmen cate-

gory is justified only in normal circumstances as contemplated in Bilateral Settlements.

2. The demand of Air India Aircraft Engineers, namely, that all foreign postings for certification, should be made strictly, in accordance with the norms agreed to Bilaterally between the management and the Association in 1979 is justified.

3. The management is directed to make foreign postings for certification of aircraft engineers from workmen category as per the settlement of 1979.

S.B. PANSE, Presiding Officer

नई दिल्ली, 21 दिसम्बर, 1998

का. आ. 106.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एअर इंडिया लिमि. के प्रबन्धन के संबंध में निम्नलिखित और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुंबई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-12-98 को प्राप्त हुआ था।

[सं. एल-11012/36/97-आई. आर. (सी-I)]
श्याम सुंदर गुप्ता, डेस्क अधिकारी

New Delhi, the 21st December, 1998

S.O. 106.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the awards of the Central Government Industrial Tribunal, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air India Ltd. and their workman, which was received by the Central Government on 17-12-98.

[No.L-11012/36/97-IR(C-I)]
S. S. GUPTA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II

MUMBAI

PRESENT

SHRI S.B. PANSE
PRESIDING OFFICER

REFERENCE NO. CGIT-2/69 of 1998
EMPLOYERS IN RELATION TO THE
MANAGEMENT OF AIR INDIA LIMITED
AND
THEIR WORKMEN

APPEARANCES :

For the Employer

M/s. Bhasin and
Company Advocates.

For the Workmen

Mr. M.B. Anchan
Advocate.

Mumbai, dated 27th November, 1998

AWARD

The Government of India, Ministry of Labour by its Order No. L-11012/36/97-IR(Coal-I), dated 9th June, 1998 had referred to the following Industrial Dispute for adjudication :

“Whether the action of the management of M/s. Air India Limited, Mumbai, in terminating the services of Shri M.T. Kamble, Ex-driver, w.e.f. 19-9-89 is legal and justified? If not, to what relief is the said workman entitled?”

2. The workman pleaded that he was a driver in Air India. He was given a chargesheet dtd. 3-11-88. It was alleged that he committed a misconduct viz. habitual absence without permission. The inquiry was held against him and the committee found him guilty of the charges levelled. The disciplinary authority accepted the report and awarded punishment of removal by an order dtd. 18-9-89.

3. The workman averred that the inquiry which was conducted against the workman was against the Principles of Natural Justice. The chargesheet is vague and baseless. The chargesheet was in English in which he could not follow. The inquiry was also conducted in English which he did not follow. Therefore he could not take proper part in the inquiry. His representative was also not knowing English. Therefore he could not defend him properly. It is asserted that he was not given any opportunity to study the leave record and the punching card. It is averred that after completion of the inquiry he was not issued with a show cause notice and was denied the opportunity to defend properly in the inquiry. He further pleaded that the service regulations were not properly followed. It is averred that the findings of the inquiry officer are perverse. It is submitted that the punishment which is awarded is disproportionate to the charges proved. He therefore, prayed that he may be reinstated in service in continuity alongwith back wages.

4. The management resisted the claim by the Written Statement (Ex-7). It is averred that the workman filed a writ petition bearing No. 274 of 1990 in the High Court of Bombay which was decided on merit. Now this reference is hit by Principles of rejudicature. It is averred that the inquiry which was conducted against the workman was as per the Principles of Natural Justice and the findings of the

inquiry officer are based on the evidence and not perverse. It is therefore contended that the reliefs which the workman has prayed should not be granted.

5. The issues are framed at Exhibit-8. The issues that fall for my consideration and my findings there on are as follows :

Issues	Findings
1. Whether in view of the decision in writ petition No. 274 of 1990 the reference is tenable?	Not tenable
2. If yes, whether the domestic inquiry which was held against the workman was against the Principles of Natural justice?	Does not survive.
3. Whether the findings of the inquiry committee are perverse?	Does not survive.
4. Whether the action of the management of Air India, Mumbai in terminating the services of Kamble w.e.f. 19-9-89 is legal and justified?	Yes.
5. If not, what relief the workman is entitled to?	Does not survive.

REASONS

6. It is not in dispute that the workman preferred a writ petition against his order of dismissal bearing No. 240 of 1990. It was decided by Their Lordships on 7th September, 1994. It is at Ex-A to the written statement. The Learned Advocate for the management argued that in view of the decision given by Their Lordships in the said writ petition this reference is not tenable. Their Lordships have decided the matter on merits and nothing left to be considered by this Tribunal now. Mr. Anchan, the Learned Advocate for the workman on the other hand submitted that show cause notice was not given to the workman before passing a final order. Therefore it has to be said that the inquiry which was held against the workman was against the Principles of Natural Justice. I am not inclined to accept the submission of the Learned Advocate for the workman because Their Lordships in the writ petition had clearly considered all the points which were taken before them and have decided the matter on merits.

7. Their Lordships in their Judgment have discussed the different contentions taken before them. They have stated :

The first contention of the Learned Counsel is that the chargesheet served upon the petitioner is vague and does not specifically set out the charges to be answered. The submission has no merit. The chargesheet sets out that the perusal of the attendance record for the period commencing from May 1988 to September 1988 indicates that the petitioner had frequently remained absent without permission. We are unable to appreciate how this chargesheet can be said to be vague or has not given sufficient indication to the delinquent about the charges levelled. The second contention of the Learned Counsel is that the documents which were essential were not furnished and consequently the mandatory requirement of the Regulations were breached. In support of the submission it is urged that the copy of the investigation record was not forwarded to the petitioner. It is not the case of the petitioner that the copy of the report was sought for but the grievance of the learned Counsel is whether the petitioner seeks such a report or not. It was incumbent upon the enquiry officers to furnish the same. The report of the Enquiry officers sets out the documents which were taken on record and an attempt was made to urge that some of the documents were not supplied alongwith the charge sheet. We are unable to find any merit in the contention for more than one reason. In the first instance, the inquiry was only restricted to the irregular attendance of the petitioner and remaining absent without prior leave. The attendance record for the period from May 1988 to September 1988 as well as xerox copies of punching cards for the said period and the leave record of the petitioner for the said period was produced before the Enquiry. The petitioner had contested the enquiry through his representative and we are unable to appreciate how the petitioner can ever suggest that any rule was breached. Secondly, even assuming that some of the rules and regulations are breached, it is not possible to disturb the order under challenge because the petitioner did not suffer any prejudice whatsoever by alleged breach of the Regulations.

The Learned Counsel then urged that it was incumbent upon the inquiry officer to inform the delinquent that the delinquent can examine the defence witnesses. The submission is that it was the duty of the enquiry officers to convey to the delinquent of right of the examination of the defence witnesses and failure to do so, has vitiated the inquiry. It is not the function of the enquiry officers to tell the delinquent what he can do. The delinquent was in service for more than 14 years and very well know the Rules and Regulations. Apart from the fact that the delinquent was represented by an employee of his choice at the inquiry. The Learned counsel then submitted that it was necessary for the

Enquiry Officers after all the evidence was recorded to give an opportunity to the delinquent to make a final statement. It was urged that the opportunity was not given and, therefore the rule was breached. The submission is not correct because the Enquiry Officers had given an opportunity, as set out in the return filed by the respondents, for filing a final statement in writing. The last submission made by the learned Counsel is that the order of removal refers to the disciplinary action for unauthorised absenteeism on several occasions by the petitioner and which amounted to misconduct and for which the petitioner was punished. It was contended the previous absenteeism and the punishments resulted therefrom were not part of the charge and, therefore, the inquiry officers could not have made reference thereto. The submission is devoid of any merit. The Disciplinary Authority found that the delinquent was guilty and while considering what punishment should be imposed had taken into consideration the fact that the delinquent was found guilty at least on four occasions earlier on the charge of unauthorised absenteeism and was awarded punishment. The Disciplinary Authority was entitled to take that fact into consideration for determination as to what punishment should be imposed. Indeed, in our judgment, it is impossible even to suggest that the employee who has been punished on several occasions in his service tenure should be continued in service. By no stretch of imagination, an unwilling and defaulting employee can be foisted on the corporation and the delinquent cannot be permitted to challenge the enquiry on the ground of some technical breaches.

8. It is pertinent to note that in the said petition Dr. Chandrachud the Learned Counsel who was appearing for the Corporation raised preliminary objection regarding maintainability of the petition on the ground that the petitioner had alternative remedy to approach the Industrial Tribunal. But Their Lordships refused to entertain that objection stating that the matter was pending before them for last four years and no useful purpose would be served by depriving the parties to another form of litigation. In other words it has to be said that Their Lordships refused the permission to the workman to approach the Industrial Tribunal against the dismissal.

9. The Learned Advocate for the management placed reliance on State of UP Vs. Nawab Hussain AIR 1977 Supreme Court 1680. Their Lordships observed that "broader rule of evidence which prohibits the reassertion of the cause of action." The workman to exercised his right in writ petition who failed. Now he wants to reassert his right by raising this Industrial Dispute which is prohibited. I rely upon the ratio given in the said authority.

3497 GI/98—16.

10. On the principal of res-judicature now the workman cannot raise a dispute before this Tribunal. Infact issues Nos. 1 to 3 are to be decided as preliminary issues. But in view of the findings on issue No. 1 there is no need to decide these three issues as preliminary issues and answer the remaining two issues in part-II Award. That will be an unnecessary exercise. In the result I record my findings on the issues accordingly and pass the following order:

ORDER

The action of the management of Air India, Mumbai, in terminating the services of Kamble w.e.f. 19-9-89 is legal and justified.

S.B. PANSE, Presiding Officer

नई दिल्ली, 17 दिसम्बर, 1998

का.प्र. 107.—औद्योगिक विवाद अधिनियम, 1947 (1947 का. 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार तुंगभद्रा बोर्ड, टीबी डैम, बेल्लारी के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक-विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-12-98 को प्राप्त हुआ था।

[सं. एन-42012/253/94-आईआर (डी)]
के.वी.बी. उन्नी, प्रवर सचिव

New Delhi, the 17th December, 1998

S.O. 107.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Tungabhadra Board, T. B. Dam Bellary and their workman, which was received by the Central Government on 17-12-98:

[No. L-42012/253/94-IR (DU)]
K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 26th November, 1998.

PRESENT :

Justice R. RAMAKRISHNA, Presiding Officer

C. R. No. 89/97

I PARTY :

Shri S. Ganganna,
S/o. Thayappa,
C/o. Dr. Vasudevarao,
Ex-MPL Copuncillor,
N. C. Colony,
Hospet-58303.

II PARTY :

The Executive Engineer,
Head Works & HCL Division,
T. B. Board, T. B. Dam-583225,
Bellary District,
Karnataka State.

AWARD

The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of the Section 10 of the Industrial disputes Act, 1947 has referred this dispute vide Order No. L-42012/253/94-IR (DU) dated 28-12-95 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Tungabhadra Board, T. B. Dam in not providing employment to Shri S. Ganganna S/o. Thayapa the workman is justified? If not, to what relief the workman is entitled to?"

After registration of this case the parties did not appear after service of ordinary notice. The notice issued under RPAD was served to the second party. The notice to the first party returned with shara "PARTY LEFT".

However this tribunal after restructuring issued another notice by RPAD. The second notice also returned unserved with same shara.

In view of these circumstances the notice can not be served to the first party. The first party also failed to comply the mandatory provisions under Rule 10B of the industrial disputes (Central) Rules, 1957.

In these circumstances the reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 17 दिसम्बर, 1998

का.आ. 108.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार तुंगभद्रा बोर्ड, टीबी डैम, बेल्लारी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बैंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-12-98 को प्राप्त हुआ था।

[सं. एल-42012/249/94-आईआर (डीयू)]
के.बी.बी. उण्णी, अव्वर सचिव

New Delhi, the 17th December, 1998

S.O. 108—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Tungabhadra Board, T. B. Dam, Bellary and their workman, which was received by the Central Government on 17-12-98.

[No. L-42012/249/94-IR (DU)]

K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 27th November, 1998

PRESENT :

Justice R. RAMAKRISHNA, Presiding Officer

C. R. No. 93/97

I PARTY :

Shri M. Subramani,
S/o. Muthuswamy.
C/o. Sri D. Vasudevarao, Ex. MPL.
Councillor N. C. Colony,
HOSPET-582203.

II PARTY :

The Executive Engineer,
Head Works & HCL Divn.,
T. B. Board, T. B. DAM-583225,
Bellary District.

The Secretary,
Tungabhadra Board,
T. B. Dam-583225,
Bellary District.

AWARD

The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of sec. 10 of the Industrial Disputes Act, 1947 has referred this dispute vide Order No. L-42012/249/94-IR (DU) dated 16-1-96 for adjudication on the following schedule.

SCHEDULE

"Whether the action of the management of Tungabhadra Board, T. B. Dam in not providing employment to Shri M. Subramani S/o Muthuswamy the workman is justified? If so, to what relief the workman is entitled to?"

The notices issued under ordinary post served to both parties but they have not appeared. The notice under RPAD issued to the first party returned unserved with a shara "PARTY LEFT". Once again a notice under RPAD was sent to the first party which again returned with shara "No such addressee". The second party who received the notice remained unrepresented.

The first party who raised this dispute shall, initially, comply with the mandatory provisions under Rule 10B of the industrial disputes (Central) Rules, 1957. The first party has not evinced any interest for adjudicating this case. Therefore the reference is rejected.

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 17 दिसम्बर, 1998

का.आ. 199.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन इम्यूनोलॉजिकल्स हैदराबाद के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं.-II, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-12-98 को प्राप्त हुआ था।

[सं. एल-42012/129/96-आईआर(डीयू)]
के.बी.बी. उण्णी, अव्वर सचिव

New Delhi, the 17th December, 1998

S.O. 109.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, No. II, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Indian Immundogicals, Hyderabad and their workman, which was received by the Central Government on 17-12-1998.

[No. L-42012/129/96-IR (DU)]

K.V.B. UNNY, Under Secy.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-II,
HYDERABAD

PRESENT :

Sri K. M. Nagabhushan Rao, B.A., B.L., Chairman.

Dated : 2nd December, 1998

I. D. No. 12 of 1997

(CENTRAL)

BETWEEN

The General Secretary,
Indian Immunologicals Employees Union,
Rakshapuram, Gachi Bowli,
Hyderabad-133.

.. Petitioner.

AND

The General Manager,
Indian Immunologicals,
Rakshapuram, Gachi Bowli,
Hyderabad-133.

.. Respondent.

APPEARANCES :

Sri R. Sudhakar, Advocate for Petitioner.

Sri A. Krishna Murthy, Advocate for Respondent.

AWARD

This dispute was referred by the Central Government in exercising the powers conferred by clause D of (1) and (2A) and Section 10 of I.D. Act, 1947. The reference specified the nature of the dispute in the Schedule and it runs as follows :

"Whether the action of the Management of Indian Immunologicals, Hyderabad in imposing the penalty of reversion to the next lower post of driver in the scale of pay of Rs. 750—1021 on Sri M. Pochaiiah is legal and justified? If not, what relief the affected workman is entitled to?"

From the reference it can be seen that the question of the issue involved in the I.D. is the justification of the penalty imposed on the employer Mr. M. Pochaiiah. In other words in reverting from Grade-I Driver to ordinary Driver with reduced scale of pay. The Union espoused the cause of driver with the following averments. That the workman Sri M. Pochaiiah was working as Driver Grade-I, and while so he was suspended followed by an enquiry. A specific allegation is that the workman has committed theft of Oil and attempted to take same out of the premises without valid pass. It appear that the workman did not dispute the allegation and admitted the charge. However, a thorough enquiry was conducted and the workman was found guilty of the charge levelled against him. It is at this juncture that the Union raised a dispute questioning the quantum of punishment imposed on the workman and when the conciliation efforts failed on 24-11-1995, the matter was referred to this Tribunal. Number of objections taken up by the claimant out of which the following are important.

- (1) There was no necessity for the enquiry and suspension when the workman admitted his guilt.
- (2) The suspension was kept for 56 days only to cause loss to the employee.
- (3) That the punishment is reversion to Grade-I to ordinary Driver and also reduction of his basic scale which tantamount double jeopardy.
- (4) The punishment is harsh and disproportionate to the guilt of the workman.

Besides these objections the Union also challenged the validity of the enquiry but subsequently it appear that the only contest is concentrated on the imposition of the harsh punishment and long period of suspension.

On the other hand the respondent management filed a detailed counter denying all the petition averments. The Management averred that on 05-05-1995 at 7.00 p.m. the workman was found carrying 5 litres of Oil in Jeep No. AP-13 T. 4273, hidden behind the seat covered with a cloth and the same was detected by the security guard and the Assistant Security Officer and therefore the Management concluding the misconduct in terms of clause 25(2), (9), (12) & (13) of the certified Standing Orders, issued a show cause notice and accordingly the Management placed the Driver under suspension, pending enquiry.

According to the Management the workman admitted his guilt by his explanation dated 09-05-1995. In order to give a fair play the Management also conducted domestic enquiry in accordance with the principles of natural justice. It is further case of the Management that the workman participated in the enquiry and also admitted his guilt during the course of enquiry. Further it was contended by the Management that the enquiry revealed the workman guilty of the charges levelled against him and therefore the final show cause notice was issued on 12-6-1995, brining to the notice of the workman the findings of the enquiry officer to which the workman submitted a reply dated 15-06-1995 clearly admitting and accepting proceedings and findings of the enquiry officer. The Management in its fairness also issued another show cause notice dated 17-06-1995 proposing the punishment of reversion to lower grade and it's hear that the workman appears to have raised number of contentions challenging the proposal of punishment. The management further contended that the explanation of the workman did not reveal any circumstances capable of mitigation the gravity of misconduct and hence imposed punishment in accordance with the standing Certified Orders. This punishment is challenged in this I.D.

While the matter was pending, it appears that President of Union was examined as WW1, in chief and his evidence show as if he was the worker. However the joint Memo filed by both the sides seeking permission to mark documents with consent and stating that the matter can be adjudicated directly conceding the validity of domestic enquiry and the only witness who was examined in chief, was not even cross examined. The following documents were marked on behalf of the parties. Ex. W1 is the Copy of the explanation to the chargesheet given by the workman dated 09-05-1995. Ex. W2 is the another copy of the explanation in English. Ex. W3 is the notice dated 29-05-1995 given to the petitioner by the respondent. Ex. W4 is the notice containing the proposed punishment to which the workman issued a reply under Ex. W5. Ex. W6 is the order of punishment and Ex. W7 is the copy of Standing Orders. The respondent marked the following documents Ex. M1 is the copy of the chargesheet Ex. M2 and Ex. M3 are the explanations given on the same day both in English and Telugu. Ex. M4 is the complaint Ex. M5 is complaint given by Sri V. Kishore and Ex. M6 is the complaint in English version. Ex. M7 is the notice of the enquiry where as Ex. M8 is the enquiry proceedings. Ex. M9 is the enquiry report and Ex. M10 and Ex. M11 are show cause notices and the reply given by the workman respectively. Ex. M12 is final show cause notice where as Ex. M13 is reply by workman. Ex. M14 is the punishment order.

Heard learned counsels on both sides. Though the validity of domestic enquiry was conceded to be proper the learned counsel for the workman advanced some arguments as to the nature of the enquiry and contended that the enquiry was conducted only to harass the worker. By these arguments the learned counsel challenged the very necessity of the enquiry in the light of the fact that the workman in the initial stages itself admitted his guilt. Learned counsel for the workman also argued that when the workman admitted his guilt in the initial stages there was no necessity for the management to resort to enquiry at all. By this contention the learned counsel argued that the suspension which was pending for 56 days was uncalled for unwarranted. The main contention of the learned counsel for the workman is about the double punishment that is reversion to lower grade and reduction of scale which according to the learned counsel is not tenable under the Certified Standing Orders.

On the other hand the learned counsel for the respondent briefly contended that all the aspects were not referred and therefore the Tribunal can not go beyond the reference. According to the learned counsel for the management, the charges are permissible under clause 25(2)(9) (12) & (13), and the management conducted the enquiry as a measure of fair play in consonance with the principles of natural justice. And the workman should not have any grievance about the enquiry. With this contention the learned counsel justified the suspension. The learned counsel dispute that it is double punishment and submitted that the punishment of reversion to lower cadre necessarily reduces the scale of pay and the punishment imposed on the workman is most lenient by any consideration and therefore, pray the Tribunal to dismiss the claim.

At the outset since the validity of the enquiry was not an issue before this Tribunal it is necessary to see whether charges were correct and whether the punishment was proportionate to the guilt. Sub-clause 2 of clause 25 include theft and (12) sub clause makes taking out or attempting to take out of the premises any article without a valid pass a misconduct. Rest of the clauses are not germane for the material to constitute misconduct as the specific allegation according to the charge is theft of 5 litres Oil and attempted to take it away from the premises without valid pass.

Since the workman admitted his guilt and since the domestic enquiry was conceded to be valid, the next question that falls for consideration by this Tribunal is whether the punishment imposed on the workman is proper and proportionate to the guilt. The real problem revolves round. The theory of double punishment i.e., the management inflicted two punishments by reducing him to lower grade and also reducing his scale.

The learned counsel for the management contended that reduction of the scale is inevitable in a case where the post is reduced to the lower grade. Para 26 of Certified Standing Orders stipulate in sub-para 6, both reversion to next lower Grade and post. Sub para 6 reads as under.

“Reversion to next lower grade and or Post”. In the present case the workman was reverted from the post of Grade-I Driver to ordinary Driver and simultaneously his scale was fixed on the top of the lower grade. In fact when the Tribunal verified whether the workman was placed on the top of the lower grade the management filed a memo showing that in fact he was placed on top of the lower grade to which he was reverted.

The admitted guilt is theft of Oil by driver of the establishment. Theft is a common law offence punishment with imprisonment, under section 379. Section 202 Indian penal Code stipulate that if cognisable offence is not reported the persons responsible for not reporting are also made liable to punishment. Certified Standing Orders only specified misconduct. And it is now well settled that a criminal action as well as departmental action are permissible under law. The management in this case only resorted to departmental action. Whether the management is liable to punishment under section 202 is beyond the scope of reference. A very lenient view appears to have been taken by the management in not subjecting the workman for criminal action. In this light it can not be contended that the punishment of reversion is by virtue of reversion is within Rs. 100 and since he was kept on the top of lower cadre the workman was not deprived of being promoted again, if his turn comes. The theory of double punishment is not tenable as reduction of pay scale is *Sine-non-Qua* with the reduction of the cadre, or grade. If there is no reduction of the pay scale and the seniority, the punishment of reversion virtually makes the essence of punishment nugatory. Therefore I am not inclined to subscribe to the contention of the workman that it is a double punishment especially when sub para 6 of para 26 of Certified Standing Orders, stipulate such type of punishment. The workman of the union did not challenge in this case the legality of Certified Standing Orders.

The only question that remains to be considered is whether it was necessary for the management to conduct an enquiry in the light of clear admission made by the workman. Generally speaking when the guilt is admitted in a departmental enquiry there is no necessity for full pledged enquiry, nor does it need enquiry at all, in case where the proposal is to inflict minor punishment. That does not mean that the management is prohibited from conducting an enquiry and for that matter the workman need not have any grievance for such an enquiry. The right of management to take action without domestic enquiry in matters of admission of guilt was upheld in *The Andhra Handloom Weavers Cooperative Society Limited, Vijayawada Vs. The Labour Court, Hyderabad, 1975 APHN, 338 Page.*

As it is a fair play that is incumbent on any establishment, and since the enquiry was followed by suspension, the workman is entertaining a grievance. The workman is a driver. The object of the suspension is to eliminate the influence of

the persons charged in the course of the enquiry. The charge is theft. In his capacity of driver the workman is not in a position to adversely affect enquiry. Therefore the suspension that too for a long period of 56 days appears to be not warranted in the circumstances of the case. Sub para 3 of para 27 of the Certified Standing Orders runs as follows :

“Whether a disciplinary proceeding against a workman is contemplated, or is pending or where criminal proceedings against him, in respect of an offence under investigation, or trial and the employer is satisfied that it is necessary or desirable to place the workman under suspension, he may, by order in writing suspend him with effect from such date as may be specified in the order. A statement from such date as may be specified in the order. A statement setting out in detail the reasons for such suspension shall be supplied to the workman within a week from the date of suspension”.

A workman who is placed under suspension shall be paid subsistence allowance in accordance with the provisions of Section 10-A of the Industrial Employment (Standing Orders) Act.

From this number of circumstances are envisaged to resort to act of suspension. In simple cases of enquiry, suspension need not precede; Moreover it is contemplated in para 3 above that detailed reasons for such suspension was also be applied to workman within a week of the date of the suspension. Not only the management did not have any duty to conduct an enquiry in the light of the admission by the workman to the charge, but it also appears that the management did not give any reasons for his suspension. In the light of the specific provision in para 27 and under the surroundings circumstances I hold that the suspension was not at all warranted. The learned counsel for management contended that the Jurisdiction of the court can not go beyond the reference. The last words of the reference namely “What the relief the workman is entitled to ?” enables this court to be competent for any relief entitled for scrapping of his suspension and also to the full salary minus his subsistence allowance for the period during which the workman was kept under the suspension. In the result I hold that the management is justified in inflicting the punishment of reduction of Grade from Grade-I driver to Driver with simultaneous reduction of scale of pay and also hold that the workman is entitled to full wages minus the subsistence allowance for the period in which he was kept under suspension by holding that the suspension was not warranted. Accordingly the Award is passed.

Dictated to stenographer, transcribed by her corrected by me and given under my hand and seal of this Tribunal on this day of 2nd December, 1998.

K. M. NAGABHUSHAN RAO, Chairman

APPENDIX OF EVIDENCE

WITNESSES EXAMINED

For Petitioner/Workman : W.W. 1—Sri E. Malla Reddy.

For Respondent/Management : — None—

DOCUMENTS MARKED

For Petitioner :

Ex. W1 : 09-05-1995 : Xerox Copy of Explanation to the Chargesheet.

Ex. W2 : 11-05-1995 : X. C. of another Explanation in English.

Ex. W3 : 29-05-1995 : Notice given to Petitioner by Respondent.

Ex. W4 : 17-06-1995 : X. C. of Notice proposing the punishment.

Ex W5 : 26-06-1995 : X C. of Reply to the proposed punishment.

Ex. W6 : 30-06-1995 : X. C. of Final Order.

Ex. 07 : : X. C. of Standing Order.

For Respondent :

- Ex. M1 : 06-05-1995 : C. C. of charge sheet.
 Ex. M2 : 09-05-1995 : Explanation (English version).
 Ex. M3 : 09-05-1995 : Explanation (Telugu version).
 Ex. M 4 : 08-05-1995 : Complaint.
 Ex. M5 : — : Complaint given by V. Kishor.
 Ex. M6 : 06-05-1995 : Complaint English version.
 Ex. M7 : 29-05-1995 : Notice of enquiry.
 Ex. M8 : — : Enquiry Proceedings.
 Ex. M9 : 09-06-1995 : Enquiry Report.
 Ex. M10 : 12-06-1995 : Show cause Notice.
 Ex. M11 : 15-06-1995 : Reply to Show cause Notice.
 Ex. M12 : 17-06-1995 : Show cause Notice.
 Ex. M13 : 26-06-1995 : Reply to show cause notice.
 Ex. M14 : 30-06-1995 : Punishment Order.

नई दिल्ली, 17 दिसम्बर, 1998

का.आ. 110.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल सिल्क बोर्ड बंगलूर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-12-98 को प्राप्त हुआ था।

[सं. एल-42012/119/93-आईआर(डीयू)]
 के.वी.बी. उण्णी, अवकाश सचिव

New Delhi, the 17th December, 1998

S.O. 110.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Silk Board, Bangalore and their workman, which was received by the Central Government on 17-12-98.

[No. L-42012/119/93-IR(DU)]
 K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated, 27th November, 1998

PRESENT :

Justice R. Ramakrishna, Presiding Officer.

C. R. No. 18/97

I PARTY

Shri Venkatesgowda,
 At/post, Peddur Murugmalla,
 Hobli, Chintamani Taluk,
 Kolar-563120.

II PARTY

The Secretary,
 Central Silk Board,
 United Mansion II Floor,
 No. 35, M. G. Road,
 Bangalore-1.

AWARD

The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 has referred

this dispute vide Order No. L-42012/119/93-IR(DU) dated 17-1-95 for adjudication on the following schedule :

SCHEDULE

"Whether the management of Central Silk Board is justified by refusing work to Shri N. Venkatagowda, casual worker with effect from 9-8-92? If not, to what relief the workman is entitled to and from which date?"

At the initial stage of this case both parties have not appeared. Later the first party alone appeared on 2-2-98. On resumption of work after lapse of seven months, the first party alone appeared and filed his claim statement. Since the second party not appeared after acknowledging the notice he has been placed ex-parte on 5-10-1998. Even on adjourned dates, the second party has not appeared at all. Therefore the evidence of the first party is recorded.

The case of the first party has contended in his claim statement that he was appointed by the second party on 10-10-86 at a monthly salary of Rs. 650. The service conditions of the second party was very bad as they are not in the habit of giving the overtime wages and other benefits. The prayer of the first party to improve his service conditions and issue him permanent appointment orders, not complied, on the contrary the second party was showing hostile attitude.

He further contended that the second party refused to do his duty w.e.f. 9-8-92. Therefore it is the case of the first party that refusing the work without assigning any reasons tantamounts to retrenchment as defined under Section 2(oo) of the Industrial Disputes Act, 1947, which also requires to follow the mandatory requirements under Section 25F of the Act. He having failed to get his job raised a conciliation. On failure of conciliation this reference is made by the Government.

The first party who examined has reiterated the facts stated in his claim Statement. He has also stated on oath the nature of work he was doing in various places directed by the second party.

On a perusal of the claim statement, evidence the first party is reiterating the stand taken by him before the ALC(C) as per Ex. W-1 and the failure report Ex. W-2.

It is crystal clear that the first party has worked continuously from 10-10-86 till he was refused to work on 9-8-92. In this back ground the second party have failed to comply the mandatory provisions contained under Chapter VA of the Industrial Disputes Act, 1947. Since the second party, on their own showing, have not complied with mandatory provisions of law and therefore they are not justified in refusing the work to the first party. In this back ground the following award is made.

AWARD

The second party failed to prove the justification for refusing an employment to the first party. Consequent to this refusal without any justification the first party is entitled for reinstatement to the position he was held earlier with full back wages from the date he was refused the work till his reinstatement.

(Dictated to the Stenographer, transcribed by her corrected and signed by me on 27th November, 1998, Friday).

JUSTICE R. RAMAKRISHNA, Presiding Officer

नई दिल्ली, 17 दिसम्बर, 1998

का.आ. 111.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेल्कोम फील्ड, मुम्बई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-12-98 को प्राप्त हुआ था।

[सं. एल-40012/154/01-आईआर(डीयू)]
 के.वी.बी. उण्णी, अवकाश सचिव

New Delhi, the 17th December, 1998

S.O. 111.--In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal No. 1, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom. Factory, Mumbai and their workman, which was received by the Central Government on 17-12-98.

[No. L-40012/154/91-IR(DU)]
K. V. B. UNNY, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice C. V. Govardhan, Presiding Officer.

Ref. No. CGIT-14 of 1992

PARTIES :

Employers in relation to the management of Telecom. Factory, Deonar.

AND

Their Workmen.

APPEARANCES :

For the Management : Shri Masurkar, Advocate.
For the Workman : Ms. Kunda Samant, Advocate.

STATE : Maharashtra.

Mumbai, dated the 30th day of November, 1998

AWARD

1. The Central Government by its order dated 05-3-92 has referred the following dispute between the employer and its employee for adjudication by this tribunal :

"Whether the action of the employer (General Manager, Telecom. Factory, Bombay) in reducing the pay of Shri Kotian, Canteen Coupon Clerk from 6 stages i.e. Rs. 1040 to Rs. 920 in the time scale for a period of 2 years without cumulative effect is justified? If not, what relief the workman concerned is entitled to?"

2. The employee in his claim statement filed through his Union contends as follows: The employee who joined the employer in January 1970 was promoted to the post of Coupon Clerk in March 1974. He was found to be in possession of loose, unpunched, sold, coupons of various denominations amounting to Rs. 11.65 paise on 19-5-1988. He was placed under suspension with effect from 20th May, 1988. A charge sheet dated 06-7-1988 was issued alleging fabricated and false allegations. The workman has informed the employer that he had not committed any acts of misconduct without considering the explanation of the workman. The employer initiated enquiry against the workman and appointed the Accounts Officer as the Enquiry Officer. The workman was represented by the Assistant Circle Secretary of the Union. The enquiry was not fair, proper and legal. The conduct of the workman is not a misconduct. The workman demanded the production of a notice dated 27th August, 1978 signed by the Chairman of the Canteen Managing Committee for inspection but it was not given. After the conclusion of the enquiry the Presenting Officer produced three documents and it was considered by the enquiry officer.

The workman was not given a personal hearing by the disciplinary authority before passing a punishment of stoppage of 12 increments, by the disciplinary authority. On appeal the appellate authority reduced the same by stoppage of six increments for a period of 2 years without cumulative effect. The workman was paid only 50 per cent of his wages during the period of suspension. It is against the provisions of the

Industrial Employment Standing Orders. The order of suspension dated 19-5-88 was issued by the Secretary of the Canteen Managing Committee who is not the authority to place the workman under suspension. The suspension requires to be quashed. The punishment is unduly harsh and disproportionate to the charges levelled against the workman. The suspension being a punitive one the employer has awarded a double punishment to the workman. The union therefore, prays for an order, quashing the suspension issued to the workman and for quashing the charge sheet as well as the order of punishment imposed on the workman. The union also prays for restoration of the six increments.

3. The employer in its written statement contends as follows :

The workman was a Coupon Clerk in the departmental canteen whose function is to sell the coupons of various denominations to the workers and deposit the days sales proceeds to the department. He was apprehended on 19-5-88 when he was reselling the sold coupons from the coupon counter. It has caused monetary loss to the department and is a misconduct. A charge memo was served on the workman. The reply was not satisfactory. It was decided to hold a detailed enquiry. The workman was given all opportunities provided under the rules to defend his case. The workman had shown dishonesty and committed an act of breach of trust in performance of his duty and thereby failed to maintain absolute integrity in discharge of his duties. The documents required by the workman were furnished to him including the notice dated 24-8-1978. The disciplinary authority furnished a copy of the entire report together with the memo of disagreement alongwith the show cause memo dated 21-8-1989. The question of granting personal hearing at the time of issuing final order did not arise since the disciplinary authority has considered all the points raised by the representation dated 21-8-1989. Final orders passed by the disciplinary authority was considered by the appellate authority and it has considered the points raised by the workman and has held the coupon clerk guilty of the charge of committing acts of misconduct alleged. The workman has been found guilty of the charge of reselling the coupons already sold and misappropriated the funds. Subsistence allowance has been provided as per F.R. 53. At every stage, the workman has been given an opportunity and the allegations that the enquiry was not conducted fairly and properly is liable to be rejected. The then Chairman of the Managing Committee had issued orders in connection of the sale and resale of coupons and it is in force even today. The employee is not entitled to any relief.

The point of consideration is whether the punishment of stoppage of six increments without cumulative effect on the workman is proper and justified.

The Point :

The workman was employed as a coupon clerk in the departmental canteen run by the employer on 19-5-88. He was found to be in possession of 56 loose, unpunched, sold coupons of various denominations amounting to Rs. 11.65 paise and therefore, he was placed under suspension with effect from the next day morning by the management on the ground that he had resold the canteen coupons once sold to the employees and thereby committed misappropriation of the funds of the canteen. A charge sheet was issued. The workman has sent a reply denying the same. An enquiry was therefore, ordered to be held by the Accounts Officer. The Enquiry Officer after an elaborate enquiry has submitted his report to the disciplinary authority that the charge of possession of loose canteen coupons in the hands of the employee has been proved and the charge of misappropriation has not been proved. The disciplinary authority required the employee to offer his remarks and after receipt of his explanation disagreed with the findings of the Enquiry Officer and has held that both the charges against the employee has been proved. It has passed an order by reducing the pay of the employee by 12 stages for a period of 3 years without cumulative effect. As against that order the employee has preferred an appeal and the Director (Admn) in his capacity as appellate authority held that the findings of

the disciplinary authority is correct; but considering the appellate financial condition and to safeguard the interest of his family and school going children, reduced the punishment by six stages for a period of 2 years without cumulative effect. It is on this order the reference has been made on account of the dispute between the employer and the employee with regard to the correctness of the same.

4. The learned counsel appearing for the employee has challenged the impugned order by contending that the suspension is by a person who is not competent to suspend the workman, that the alleged circular of the then Canteen Manager that coupons once sold cannot be taken back and finally no opportunity was given to the workman in respect of certain documents. In support of the case of the employee, the learned counsel has contended that there is no evidence that the sold coupons which were returned by the employees to the Canteen Clerk could not be got back. According to the learned counsel, it is the practice of the canteen to receive back the sold coupons returned by the workers as per the instruction given to the Canteen Clerks and even in present case the employee who has received back the sold coupons does not dispute the same and it is not a case where any loss has been caused to the canteen in which case at least it can be said that there was misappropriation of funds. It is also contended by the learned counsel that punishment imposed is disproportionate to the gravity of the charge. The learned counsel appearing for the management would contend that the employee does not dispute that he had 56 loose coupons in his hand on the date in question and his claim that the coupons once sold are being got back is not correct, and there is no necessity for any direction to be given not to received the coupons once sold. According to the learned counsel appearing for the management an enquiry has been held honouring the principles of Natural Justice and the question whether he was suspended by a person not competent to issue the same is not an issue in this dispute and it need not be considered. The workman was suspended by the canteen Manager who admits in his evidence that he is not the appointing authority. In the order passed by the appellate authority it is stated that the suspension order by the Secretary, Canteen Managing Committee has been confirmed by the appointing authority as required under the rules and no such communication required to be issued to the suspended officials and therefore this point is without merits. The appellate authority has referred to certain documents as perused by him in his order. The alleged confirmation order of suspension by the appointing authority is not perused by him. The very order shows that the rules require confirmation of suspension by the appointing authority. While so stating that no such communication is required to be issued to the suspended official is without merits. I am of opinion that it is only to side track the issue that no confirmation has been issued by the authority, this observation that no such communication is required to be issued has been made. It leads us to the inference that the workman has been suspended by the Secretary, Canteen Managing Committee who is not competent person. The Presenting Officer has fairly admitted that he is not the appointing authority. As such, the order of suspension issued to the workman is not proper and the enquiry followed is therefore illegal. The workman has been issued with a charge memo on account of the fact that he was in possession of a bunch of loose, unpunched, sold coupons and he was asked to explain. In the very first opportunity the workman has stated by way of reply to the charge that it is a regular practice that the coupons which the workers buy and subsequently do not find use of them, return the same and that this fact has been going on for years and that there is no written instruction that unused coupons should not be taken back. It is the specific case of the management that a written circular has been issued on 22nd August, 1998 by the then Canteen Manager that sold coupons should not be got back; but the circular has not seen the light of the day, during the enquiry. It appears that the same was produced by the Enquiry Officer subsequently and the Enquiry Officer has also relied upon the same in his report. When it has been the stand of the employee that no written instruction has been issued, the employer should have filed the circular during the enquiry. The failure of the employer to do so can only be an unfair labour practice. The Manager of the Canteen Committee has been examined as a defence witness and he has specifically stated that there are no written instructions to the effect that sold coupons should not be accepted back from the workers. On the other hand,

he has stated that when one Mr. Jain, the Labour Officer was incharge of the canteen committee, he had instructed them to accept the sold coupons as workers some time do not get the item they wanted and that one Mr. Ramani used to refused to accept such coupons and it is only after instruction from Mr. Jain, he has been accepting the sold coupons at a subsequent stage. Also, this witness has stated that when Mr. Jain was incharge of the Canteen Managing Committee he had instructed Coupon Clerk as well as himself to accept such coupons whenever workers returned them due to non availability of items in the canteen. One other witness by name Mr. Kambli, Store Keeper has stated as follows :

"On two occasions namely 01-2-1989 and 15-2-1989 he had taken a refund of the sold coupons when the workers demanded refund due to non-availability of the item that he refused to accept the sold coupon and that workers approached Mr. Syed, Secretary for accepting the coupons and Mr. Syed who came along with workers to the counter authorised him to take coupons."

It is seen that when the workers who purchased the coupons are not able to get the items they want in the canteen they insisted upon to return the coupons and on the instructions of the Superior Officer, the Canteen Coupon clerk was in the practise of taking back the coupons from the workers. This practice was invogue therefore, cannot be disputed. In the above circumstances, the arguments of the learned counsel that the worker was found in permission of loose unpunched coupons when they are available in Book form and it shows that he has committed a misconduct is not tenable argument. Several workers return the coupons and the canteen coupon clerk received them and we cannot expect him to have them in a book form. It is also argued by the learned counsel that these coupons are without numbers. The worker has explained the same in his evidence on 15th March 1989 by stating that during the last week of March 1988 coupons without numbers were sold and it was because the numbered coupons was not available in the stock and as per the instruction of the Secretary, coupons without numbers were issued for sale. There is no evidence that this statement of the employee is not a correct one. Therefore, the fact that there are no number in the coupons found in the possession of the employee on 19-5-1988 cannot be a point in favour of the management to hold that the charge is proved. It is more so when it is not their case that only numbered coupons were sold to the workers and coupons without numbers were not genuine coupons. The Presenting Officer has cross-examined the defence witness Mr. Shetty and his evidence is to the effect that during February 1989 on the date when special items prepared were exhausted and when the workers could not get those items, they requested refund of the coupons and on this day the Secretary has permitted refund of their coupons. This evidence of the defence witness also confirms the case of the employee that the practise of getting back the coupons from the employer from the factory is continued even after 19-5-88. On a consideration of these materials I am of the opinion that mere possession of coupons which were not punched and soiled cannot lead to the inference that the employee has misappropriated the funds of the canteen. It is more so when it is not in dispute that on verifying the accounts it was found that there was no reduction in the amount and accounts have tallied with the cash available at that time. Yet the disciplinary authority in this order has observed that there are written instructions issued to the effect that coupons once sold should not be allowed to be exchanged or refunded under any circumstances and therefore pleading ignorance of the orders cannot be a excuse for the delinquent. We have already observed that the written instruction of the Chairman of the Canteen Managing Committee has not seen the light of the day during the enquiry. We have also seen that there were specific instructions given to the canteen coupon clerk by the Manager of the canteen committee as well as the Labour Officer to receive them from the workers of the factory when the canteen could not supply the materials they want. When two interpretations are possible on the same evidence, the one which is in favour of the employee has to be given if the enquiry is to be in accordance with the principle of Natural Justice. This rule also applies with regard to the application of the circular dated 22-8-1988. Even though it is alleged

that the circular has been published it has not been displayed in the notice board is not in dispute. The appellate authority who has considered the non-display of the circular in the notice board has observed that duties and responsibilities which are to the post are required on requirements and calls for no further education or exhaustive instructions. This observation of the appellate authority is not correct in view of the decision reported in (1991) 15 ATC 3 Anil Kumar D. Sharma vs. Union of India and others wherein it has been held that Administrative instruction not properly notified and circulated cannot be acted upon. The discussions supra would show that the enquiry has not been held properly and the charge itself cannot stand for scrutiny in view of the evidence of the prevailing practise. As regards the punishment is concerned learned counsel appearing for the employee would argue that it is not only a stigma on the workman who has worked for more than fifteen years of service with a good record, but it also causes monetary loss to him and therefore, it must be set aside. The learned counsel has also filed a chart showing the monetary loss to be caused to the worker. I am of the opinion that in view of the finding that the charge has not been proved and in view of my finding that the enquiry has not been held properly and finding that the enquiry has the opinion that in view of the finding that the enquiry has not been held properly and in accordance with the principle of Natural Justice we have to necessarily hold that the punishment imposed on the employee in reducing the pay by six stages for a period of two years without cumulative effect is not justified and therefore the impugned order is to be set aside and the workman is entitled to have all the increments restored to him. I hold on the point accordingly.

In the result an award is passed holding that the punishment imposed on the employee is not justified and he is entitled to the increments restored. An Award is passed accordingly.

C. V. GOVARDHAN, Presiding Officer

नई दिल्ली, 17 दिसम्बर, 1998

का.आ. 112.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिबीजनल इंजीनियर टेनीकाम (आर.ई.), भोपाल के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-12-98 को प्राप्त हुआ था।

[सं. एल-40012/189/94-आई आर (डीयू)]

के.वी.बी. उष्णी, अवसर सचिव

New Delhi, the 17th December, 1998

S.O. 112.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Divisional Engineer Telecom (L.E.), Bhopal and their workman, which was received by the Central Government on the 17-12-1998.

[No. L-40012/189/94-IR(DU)]

K.V.B. UNNY, Under Secy.

अनुबंध

केन्द्रीय औद्योगिक अधिकरण एवं श्रम न्यायालय,
जबलपुर म.प्र.

डी.एन. दीक्षित

पीटासीन अधिकारी

प्र.अं. सीजीआईटी/एलसी/आर/3/1996

श्री रामेश्वर कोचे,

द्वारा. बी.जी. जैन,

गणेश बाई, जैन मंदिर के पास,

पांडुरंगा जिला छिंदवाड़ा (म.प्र.)

—प्राधी

विरुद्ध

डिबीजनल इंजीनियर

टेनीकाम (आर.ई.)

ई-3/179, अरंरा कालोनी,

भोपाल (म.प्र.)

—प्रतिप्राधी

अवार्ड

दिनांकित : 2/12/1998

1 भारत सरकार, श्रम मंत्रालय, नई दिल्ली ने अपने आदेश सं. एल-40012/189/94-आई.आर. (डी.यू.) दिनांक 27-12-95 के द्वारा निम्नलिखित विवाद निराकरण हेतु इस अधिकरण को भेजा है:—

अनुसूची

“Whether the action of management of DET(RE), Bhopal in terminating the services of Shri Rameshwar Kochey on 12-11-90 is justified? If not, to what relief the workman is entitled?”

2. श्रमिक दिनांक 25-2-98, 2-4-98, 3-6-98 और 31-7-98 को प्रकरण की पेशियों में उपस्थित नहीं हुआ। 31-7-98 की पेशी के बाद आज तक भी श्रमिक ने उपस्थित होकर प्रकरण की कार्यवाही में भाग लेने के लिये आवेदन नहीं दिया। ऐसा प्रतीत होता है कि वर्तमान विवाद के संबंध में श्रमिक को कोई राशि नहीं है।

3. अवार्ड प्रबंधन के पक्ष में दिया जाता है। दोनों पक्ष इस प्रकरण का अपना-अपना व्यय वहन करें।

4. नियमानुसार अवार्ड की प्रतियां भारत सरकार, श्रम मंत्रालय को प्रेषित की जाती हैं।

डी.एन. दीक्षित, पीटासीन अधिकारी